



Terms & Conditions Booklet

# MAX SBI CARD PRIME

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# GET FAMILIAR WITH YOUR CARD

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## ON THE FACE OF YOUR CARD, YOU WILL FIND

- A. Your Name: Please check that your name appears correctly. In case it does not, please call the SBI Card Helpline to make the necessary corrections.
- B. Your individual 16 digit card number.
- C. Valid Thru: This is the date after which your card needs to be renewed. Your card is valid from the day you receive it up to and including the last day of the month indicated on your card.
- D. The Network logo: The hologram and the logo ensure that all establishments throughout the world displaying the Network logo will accept your card.
- E. EMV Chip: Max SBI Card PRIME offers you additional security through the EMV chip enabled cards.



## ON THE REVERSE OF YOUR CARD, YOU WILL FIND

- F. The Network hologram.
- G. Magnetic Strip: contains encoded information.
- H. Signature Panel: please sign on this as soon as you receive your card. This identifies the card as yours and prevents misuse by any other person. Your signature on this panel would imply your consent to abide by the terms & conditions governing the use of your card.
- I. SBI Card Helpline.
- J. Three digit CVV Number.



# EXCLUSIVE FEATURES

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## CONTACTLESS TECHNOLOGY

- Simply wave the Max SBI Card PRIME at a secure reader for the transaction. It is fast, easy and incredibly convenient
- Ideal for everyday purchase
- The card never leaves your hands during the transaction, significantly reducing the risk of card loss and fraud due to counterfeit (skimming)



### WORLDWIDE ACCEPTANCE

Your Max SBI Card PRIME can be used in over 29 million outlets across the globe, including 3,25,000 outlets in India.



### GUARANTEED PEACE OF MIND

Max SBI Card PRIME automatically gives you complete peace of mind with our SBI Card Helpline.



### CREDIT FACILITY

Your Max SBI Card PRIME offers great flexibility of payment. With the extended credit option, you can plan your payments against your outstanding. You can pay any amount from the Minimum Amount Due to the Total Amount Due outstanding as shown in your Monthly Statement. You can then carry forward the unpaid balance at one of the lowest finance charges available.



### ENHANCED POWER TO YOUR FAMILY

You can share the power of your Max SBI Card PRIME with your family, by applying for an Add-on card for your spouse, parents, siblings and children over 18 years of age.



### CASH ON THE GO

As an Max SBI Card PRIME Cardholder, you can withdraw cash from over 1 million ATMs across the globe, including 18,000 ATMs in India. In addition to this, you get access to over 10,000 ATMs across 100 plus cities in India.

## HOW TO GET CASH FROM AN ATM

Now you don't need to enter a bank anymore. The power to access cash at the press of a key is in your hands 24 hours a day. To access cash from any ATMs, all you have to do is:

- Insert your card into the machine as directed and wait till the machine prompts you to key in your Personal Identification Number (PIN).
- Wait for a few seconds till the machine processes this PIN. It will then ask you to key in the amount of cash you need.
- Wait for a few seconds till your card comes out, count your cash before you leave.

## SAFETY TIPS FOR ATM USAGE

- As soon as you get your PIN, memorise it and destroy the PIN mailer. Do not write the PIN on your card and never share it with anyone. Not even with our staff. Only you must know your PIN.
- Do not let anybody use your card to access the ATM facility on your behalf.
- Your PIN cannot be changed. In case you forget it, please call the SBI Card Helpline and ask for it to be re-issued to you.

## PLEASE NOTE:

- Your PIN along with your card is the only requirement for using this facility. Anyone in possession of both can use it to withdraw cash from the ATM.
- Please follow the instructions on the ATM carefully.
- It is important that you respond to the instructions on the ATM in reasonable time.
- In case you do not act after keying in the PIN, your card will either be retained by the machine or else will be ejected.
- Your card, if retained by the machine, will have to be re-issued and this is subject to a replacement card fee at the prevailing rate.
- The ATM may disburse currency notes of a particular denomination only.



### Easy Bill Payment Facility

With the Easy Bill Pay facility from Max SBI Card PRIME you can be rest assured you will never ever forget to pay your utility bills on time. All your utility bills like electricity, insurance, telephone will get paid before the due date with this facility from Max SBI Card PRIME. Bill payments can be done in two ways:

- Standing Instructions- Register yourself for standing instructions where everytime the bill is due, automatic payment is made to the biller by SBI Card on your behalf.
- Online payment through website- You can make online payments on the SBI Card website.



### BALANCE TRANSFER

You can now save big with our low interest rate options on Balance Transfer facility. Just transfer the balances from any of your other Credit Cards to your Max SBI Card PRIME and enjoy Balance Transfer Plans suited to your financial needs. Get a Balance Transfer in just 3 days. To avail this facility, the amount transferred should be a minimum of ₹5,000 and maximum of upto 75% of your available credit limit on the Max SBI Card PRIME. Processing Fee would be charged as applicable.



### FLEXIPAY

This is an easy installment plan from Max SBI Card PRIME that lets you buy just about anything and repay in easy monthly installments. Choose the plan best suited to your financial needs and avail of a low-rate of interest. To avail this facility just call the SBI Card helpline or book online on sbicard.com within 10 days of your purchase.



### EASY MONEY FACILITY

Now you can avail a cheque any time at your doorstep by just making a phone call to the SBI Card Customer Helpline. Use 'Easy Money' facility and avail money against your cash limit for planning a holiday or buying a TV. You can avail a cheque for a minimum of ₹5000 and maximum of upto 75% of your available cash limit on the Max SBI Card PRIME. Processing Fee would be charged as applicable.



Simple EM

## SIMPLE EASY MONEY INSTALLMENT

SIMPLE Easy Money Installment is an offer on Max SBI Card PRIME for customers just like you, to make your credit card usage a little more convenient and hassle-free. The offer is brought to you in partnership with the participating Merchant Establishments thereby enabling you to buy products or services on Easy Money Installment schemes at select merchant outlets.

### HOW DOES IT WORK?

First choose an outlet which is part of the Simple EMI program. Visit the outlet and choose the products or services you wish to buy. At the time of making payment, inform the cashier of your intent of purchasing the product or service on EMI through your Max SBI Card PRIME.

The accrued Reward Points for transactions converted to Flexipay EMI would be forfeited w.e.f. 20th Nov'20. In event of foreclosure of Flexipay EMI booking, Reward Points will not be credited back to the cardholder account.

### HOW DO I BENEFIT?

- $\text{EMI Amount} = \text{Transaction Amount} / \text{Tenure}$
- No Documentation and
- On-the-spot approvals.

### WHAT ARE THE CHARGES?

- You may be charged a one-time processing fee along with the first EMI or this could be at no extra cost to you depending on the offer. Please visit [sbicard.com](http://sbicard.com) or the participating merchant outlet for more details.
- You can view the list of participating merchant outlets and terms & conditions log onto [sbicard.com](http://sbicard.com)



mBUY

### mBUY

Max SBI Card PRIME brings to you mBuy that allows you to shop on the go. Book movie tickets, plan your travel, buy gifts, recharge your mobile or DTH & more anytime, anywhere. Access over 100 merchants on your mobile & pay-with your Max SBI Card PRIME and Make life simple. To download mBuy, SMS mBuy to 56767 or log onto [sbicard.com](http://sbicard.com)



## SBI CARD ALERTS

SBI Card Alerts enables you to receive information regarding your credit card status as an SMS on your mobile phone. These include Mini Statement Alerts, Cheque Alerts, Credit & Cash Limit Alerts & Payment Assistance Alerts.

So no matter where you are, we will keep you informed!



## INSURANCE

With your SBI Credit card you can buy Health Insurance, Personal Accident Insurance, Motor Insurance, Additional health covers, Travel & Home insurance, Life Insurance and other assistance products, at very affordable rates.

**Disclaimer:** SBICPSL, SBI Cards and Payment Services Limited (Formerly known as SBI Cards and Payment Services Private Limited) is a corporate agent of Royal Sundaram General Insurance Co. Limited, SBI General Insurance Company Limited & SBI Life Insurance Company Limited Vide IRDAI registration code CA0075

Insurance is the subject matter of Solicitation. Royal Sundaram IRDAI Registration Number -102, SBI Life IRDAI Registration Number – 111, SBI General IRDAI Registration Number – 144



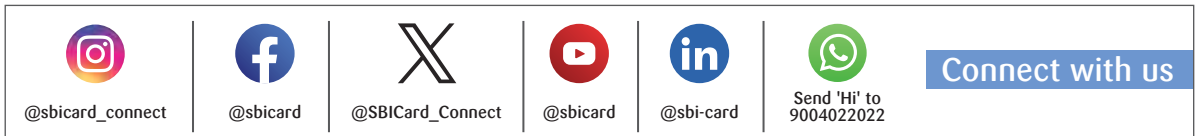


# CONVENIENCE OF TECHNOLOGY

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## CONNECT WITH US

SBI Card is now on Facebook, Twitter & YouTube to connect with you and make your life Simple. Stay connected with us to know your Max SBI Card PRIME better - our Features & Offerings, Hot Deals & Services for you, Card Security, Card Eligibility, Common Card Terms & more.



## WEBSITE

Discover the power of convenience with the SBI Card Mobile App or [www.sbicard.com](http://www.sbicard.com) and manage your SBI Card anytime, anywhere. Access your account information, raise a service request or book a cross-sell product with a single click. Do More, View More and Mange More online.

Register on digital platforms in 4 simple steps:

1. Go to [www.sbicard.com/register](http://www.sbicard.com/register) or select “Register now” on [www.sbi-card.com](http://www.sbi-card.com)
2. Enter your Card no., CVV & Date of Birth and click on ‘Generate OTP/Proceed’, a one-time password (OTP) which you will receive on your registered mobile number and registered email address
3. Enter the OTP and click on ‘Proceed’
4. Set your preferred user ID, password and confirm password; and click on ‘Confirm’ Convenience on Mobile App
  - a. Edit/confirm device name for trusted device
  - b. Set M-PIN and Touch ID as convenient login options

DO MORE	VIEW MORE	MANAGE MORE
<ul style="list-style-type: none"> <li>• Apply online for Max SBI Card PRIME</li> <li>• Apply for Flexipay, Encash, Balance Transfer for Easy Money</li> <li>• Online Bill Payment</li> <li>• Request for an Add-on card or ATM PIN</li> <li>• Request for an ATM PIN</li> </ul>	<ul style="list-style-type: none"> <li>• Account Summary</li> <li>• Unbilled Transactions</li> <li>• Spends Analyzer</li> <li>• Card Statement &amp; Payment History for last 12 months</li> </ul>	<ul style="list-style-type: none"> <li>• Single Window View</li> <li>• Track Booked Offers</li> <li>• Instant Contact Updation</li> <li>• Subscribe to e-Statement or Request for Duplicate Statement</li> </ul>



E-STATEMENT

## E-STATEMENT

No postal delays. No lost statements. No late payments. Just the convenience of getting your monthly statement delivered directly to your inbox.

To subscribe, Simply SMS ESR < your email id > to 56767 from your mobile no. registered with us.

To get started log on to sbicard.com and take advantage of these benefits.



Scan this  
QR code  
to download  
the App now!



Scan this QR code  
to register

# HOW TO USE YOUR MAX SBI CARD PRIME?

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Using your Max SBI Card PRIME is very simple. Once you have made a purchase at any of the merchant establishments, please present your card for payment.

The establishment will prepare a charge slip (specimen shown above), very much like a normal bill, which contains the details of the transaction.

- Please verify the amount **A** and ensure that other particulars on your charge slip are correct.
- Kindly add the amount paid as tips and miscellaneous expenses and ensure that the total amount is filled. Check the amount in words (never leave the total blank).
- Please sign on the charge slip at the place indicated **B** in the same way as you have signed on the reverse of your card. You will be returned a copy of the charge slip, the actual bill and your card.
- Before you leave, please ensure that you have received your card.
- The amount you spend on your card will appear in your monthly statement. You can make your Max SBI Card PRIME payment using any of the 10 payment options available. Normal use of card does not attract any transaction fee or interest charge except in case of late payment / no payment.

AnyBank

A07/205

**AnyBank**

XYZ Store  
UILE PARLE WEST  
XXXXXI XXX

DATE: 03/01/06  
MID: 201 26076  
BATCH: 000592

TIME: 20:35:35  
TID: 01036720  
INU#: 007992

Sale  
XXXX XXXX XXXX 8793 swipe

CARD TYPE: MASTER/VISA CARD  
APPR CODE: 960983

EXP DATE: XX/XX  
RREF: 008322

AMT: RS 4000. 45

A07/205

A

AnyBank

A07/205

**AnyBank**

XYZ Store  
UILE PARLE WEST  
XXXXXI XXX

DATE: 03/01/06  
MID: 201 26076  
BATCH: 000592

TIME: 20:35:35  
TID: 01036720  
INU#: 007992

Sale  
XXXX XXXX XXXX 8793 swipe

CARD TYPE: MASTER/VISA CARD  
APPR CODE: 960983

EXP DATE: XX/XX  
RREF: 008322

AMT: RS 4000. 45

A07/205

B

SIGN: \_\_\_\_\_  
SANJAY PAL  
I AGREE TO PAY TOTAL AMOUNT AS ABOVE  
ACCORDING TO CARD ISSUER AGREEMENT

CUSTOMER COPY

# MAX SBI CARD PRIME FAQ's

1. What is Max SBI Card PRIME?

Ans: Max SBI Card PRIME powered by contactless technology is a fast and convenient way to pay for every day purchases. It is a secure, contactless chip technology designed to help you spend less time at the cash register and give you the freedom to do the things that matter most to you.

2. How does the Max SBI Card PRIME work?

Ans: Step 1: Look for the contactless technology mark and contactless logo at the point of sale.

Step 2: The cashier enters your purchase amount into the terminal. This amount will be displayed on the contactless reader.

Step 3: Hold your card over the reader at close range (less than 4 cm from where the contactless logo appears).

Step 4: Four green indicator lights or a beep sound will indicate when the transaction is complete. A message will also be displayed on the screen indicating the transaction is complete. No PIN is required.



Please note that payment through contactless mode is allowed for a maximum of ₹5000 for a single transaction.

3. What are the benefits?

Ans: Contactless payment functionality is specially designed for you for speed, convenience and security. During a contactless transaction the card never leaves your hand. This greatly reduces the risk of card loss and fraud through counterfeit/ skimming. A Visa contactless card has its own, unique, built-in, secret key, which is used to generate a unique code for every Visa contactless transaction, thus making it more secure.

There's no dipping, swiping or fumbling for cash. You're ready to go in just a few seconds. Ideal for places like fast-food joints, petrol stations, movie theatre etc. You don't need to look for cash/coins for small ticket everyday purchases. It is also easier to keep track of these expenses.

4. Is there a limit for a contactless transaction amount? Can I set my own limit?

Ans: Payment through the contactless mode is allowed for a limit of maximum ₹5000 for a single transaction. For a contactless transaction PIN is not required.

This limit is common for all customers and setting up of individual limit is not possible. Any transaction amount more than ₹5000 has to be carried out through Look Wave Go a contact transaction (Dip or Swipe) and entering the PIN. You can also choose to do a contact transaction (Dip or Swipe) with PIN for transactions amount below ₹5000.

5. Where can I use my Max SBI Card PRIME?

Ans: You can look for the Universal Contactless symbol at the POS machine at merchant outlets. Also, please visit [sbicard.com](http://sbicard.com) for details of merchants enabled for contactless payment acceptance.

6. Can I use my Max SBI Card PRIME at other merchants (not enabled or contactless payment acceptance) as well?

Ans: Yes, for the merchants not enabled for contactless payment acceptance, you can use this card for a normal dip or swipe transaction.

7. Could I be debited twice if I have more than one contactless card?

Ans: No, as contactless readers will only communicate with one card at a time. If the shop's reader finds more than one contactless card in your wallet or purse, you will be asked to select one card to pay.

8. Could I unknowingly have made a purchase if I walk past the reader?

Ans: No. Your card has to be waved within 4 cm of the card reader for more than half a second and the retailer must have first entered the amount for you to approve. Terminals can only process one payment transaction at a time, therefore reducing transaction errors.

9. Is there any difference in the process for ATM and Internet transactions for the Max SBI Card PRIME?

Ans: There is no difference in transaction process for ATM or any Card not present transactions including internet transactions. For ATM transactions you need to enter the PIN and for Internet transaction you need to enter your 3D secure PIN or OTP.

10. What happens if my contactless card is stolen – can it be misused?

Ans: Immediately report the loss of your Credit Card to SBI Card to prevent any misuse. Please call our helpline or visit SBI Card App / Website to block your credit card.

Safeguards are in place to mitigate misuse of lost or stolen card by fraudster. The limit for Contactless Card transaction without entering the PIN is ₹5,000, above which the transaction needs PIN for authorization. Please note that your maximum liability on any given date will be limited to available credit limit on your card.

# WAYS TO MAKE MAX SBI CARD PRIME PAYMENT

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## Pay via Standing Instruction (e-NACH)

Enroll for e-NACH for automated and hassle-free bill payments, every month. Your card dues will be deducted directly from your bank account on the Payment Due Date. For more details, visit [www.sbicard.com](http://www.sbicard.com)



## UPI payment option (Pay via UPI)

You can pay your bill faster via UPI payment mode on SBI Card App or on website using QR code.



## NEFT (National Electronic Funds Transfer)

Pay your SBI Credit Card outstanding using NEFT and get instant credit to your card account, 24X7. Use your 15/16-digit credit card number as Beneficiary A/c & IFSC Code SBIN00CARDS to register.



## Yono Payment option

Pay through YONO App by SBI and enjoy instant credit to your card account. You can download the app from Google Play Store or App Store.



## Bharat Bill Payment System

Visit the SBI Unipay website to pay your credit card bill conveniently and securely through Bharat Bill Payment System.



## PayNet

Click on PayNet at [sbicard.com](http://sbicard.com) to make your payments online through net banking. Payment will reflect instantly in your SBI Credit Card account.



## Debit Card Payment

Pay online using selected banks debit card. Payment will reflect instantly on your SBI Credit Card account. For more details, visit [www.sbicard.com](http://www.sbicard.com)



## VISA Credit Card Pay

Use VISA Credit Card Pay to pay your SBI Credit Card bill. Your payment will be credited instantly.





### **Auto Debit**

Authorize SBI Card to debit your bank account (savings/current) by filling the Auto Debit mandate available at selected banks. For more details, visit [www.sbicard.com](http://www.sbicard.com)



### **Mastercard MoneySend**

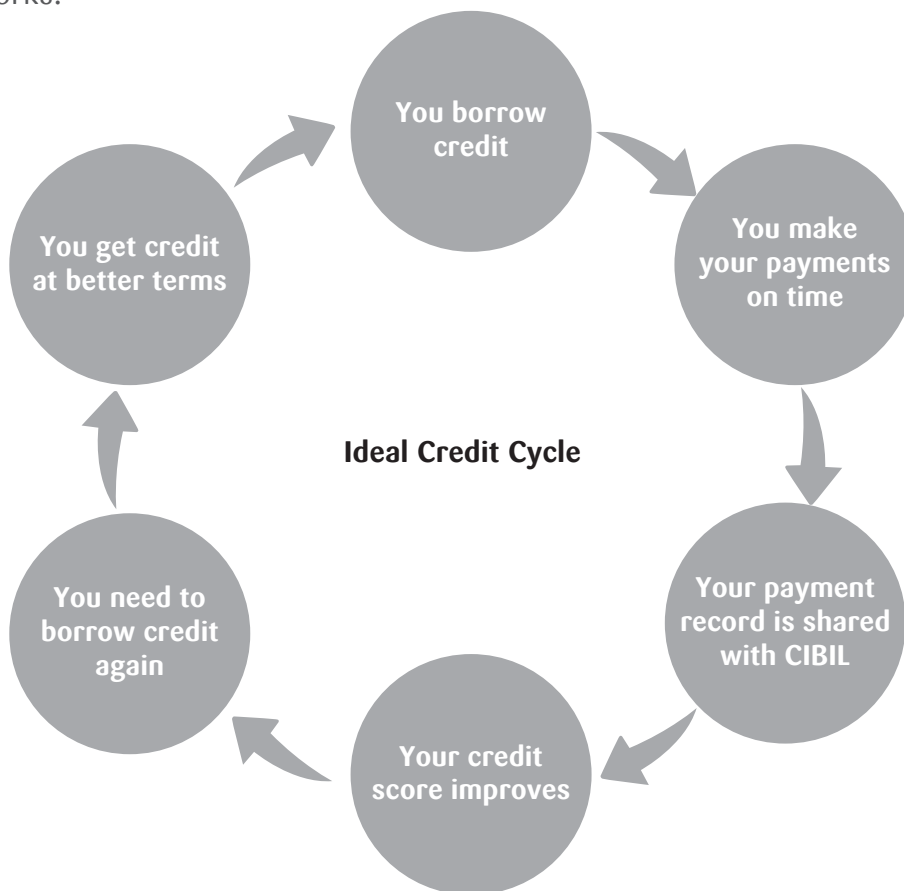
Download any authorized third-party payment app / use a platform that supports the Mastercard MoneySend payment mode. Your payment will be credited instantly to your credit card account.

#### **NOTE:**

- a. Please drop your cheque/Demand Draft well in advance to avoid any late payment & interest charges. Post receiving the Cheque/Demand Draft, it will take 4 working days for the payment being credited to your card account. Credit is subject to realisation.
- b. In case of digital payments, delay in bank settlement or network failure may lead to payment being credited to your card account in 24-48 hours.
- c. Visa Credit Card Pay and Mastercard Moneysend payment options are available only to Visa and Mastercard Cardholders, respectively.

## USE CREDIT RESPONSIBLY

While you are empowered to use your credit card the way you wish to, it is best to use it responsibly. As credit card mismanagement is on the rise various financial institutions in the country have set up CIBIL, a body to monitor credit usage and safeguard the interests of member banks and financial institutions. Here is how an ideal credit cycle works:



### WHAT IS CREDIT INFORMATION BUREAU INDIA LIMITED (CIBIL)?

CIBIL is India's first credit information bureau established in 2004. It is a repository of information which contains the credit history of all borrowers CIBIL's members include all leading banks, financial institutions, non-banking financial companies, housing finance companies, state financial corporations and credit card companies.

## **WHAT IS A CREDIT INFORMATION REPORT?**

A Credit Information Report (CIR) is a factual record of a borrower's credit payment history compiled from information received from different credit grantors. Its purpose is to help Banks & Financial Institutions make informed lending decisions - quickly and objectively.

## **HOW DOES THE CREDIT INFORMATION REPORT IMPACT ME?**

When you approach the Banks & Financial Institutions for credit, your application will be evaluated on the basis of your past payment history, existing credit lines and other factors such as income and security. A good past payment history may lead to credit being granted faster and on better terms.

On the other hand, a poor past payment record indicate past delinquency and can lead to denial of credit or extremely expensive credit.

Therefore prudent credit management and financial discipline is a must to ensure a good credit history for enabling you for smooth and faster access to affordable credit in the future.

## **HOW DO I IMPROVE MY CREDIT RECORD?**

- Make at least the minimum amount due on time each month. On time payments will have the most positive significant impact on your credit record.
- Maintain affordable & reasonable levels of credit.
- Limit the number of credit cards that you hold. Maintaining a large number of cards can hurt your credit history.
- Do not use your credit card such that your outstanding is very close to your credit limit as this can adversely affect your credit rating.

## **HOW CAN YOU MAINTAIN A GOOD CREDIT HISTORY?**

There are a number of things you can do to build and maintain a good credit history. Here are some important do's and don'ts :

## DO'S

- Make your credit card payments on time
- Pay off your “Minimum Amount Due” on your card every month
- Contact your creditors if you are having trouble making payments
- Make sure that your monthly account statement is correct
- Read the statements and other material you receive from your credit card company carefully
- Deal with companies you know and trust
- Pay attention to late payments, calls or letters from credit agencies, and denied or revoked credit. These are all signs that your credit history may be in jeopardy!

## DON'TS

- Do not pay late
- Do not sign a credit contract until you read and understand it
- Don't go over the credit limit on your credit card
- Don't wait to report any unauthorized transactions on your account
- Don't open new credit accounts for the purpose of debt consolidation without closing existing accounts
- Do not miss reviewing your monthly statements
- Do not close credit cards in an improper manner, it can hurt your credit score

## TAKING CARE OF YOUR CARD

- The black magnetic strip contains important information about your card and needs special handling. Do not keep your card in an area where there is a continuous magnetic field. Do not leave it on top of your television set or near any electronic appliance
- Avoid scratching the magnetic strip
- Do not place two cards with the magnetic strips together
- Do not bend the card
- Keep your card away from heat and direct sunlight, e.g. do not leave it in a car parked in sun

These simple precautions will help protect the important information stored on the magnetic strip and ensure that you do not face any problems while using your card.

DO'S	DON'TS
<ul style="list-style-type: none"><li>• Accept the welcome kit if it's properly sealed. Destroy the PIN mailer after memorizing it</li><li>• Ensure that your mobile number is updated and registered for instant transaction alerts.</li><li>• Check transaction SMS alerts regularly and report disputed transactions to the call centre immediately</li><li>• Report lost or stolen card immediately. You can block your card on IVR also</li><li>• Keep your credit card issuer company informed about any change of address in advance</li><li>• Destroy your existing credit card cutting it diagonally into pieces at the time of renewal, upgradation or cancellation</li><li>• Make online transactions only on secured websites with 'https' and has a padlock symbol rather than 'http' in the address bar</li></ul>	<ul style="list-style-type: none"><li>• Do not disclose your CVV, PIN, One time password (OTP), Online account access ID &amp; password or any other sensitive information to anyone</li><li>• Do not respond to phishing e-mails or SMS attacks asking for your Max SBI Card PRIME details</li><li>• Do not access your online account on unsecure public computers like cyber cafes</li><li>• Do not handover your Max SBI Card PRIME to anyone including company representatives</li></ul>

## SIMPLE STEPS TO PROTECT YOUR CARD AGAINST FRAUD

### LOST OR STOLEN

- Please call the SBI Card Helpline and report the loss/theft so that we can block your account immediately.
- Report the loss to the police and collect a copy of the complaint/FIR immediately.
- Confirm the loss to us in writing along with a copy of police complaint/FIR.

### CARD RENEWAL

- A new Max SBI Card PRIME will be sent to you unless declined when the card you currently hold expires, provided your account is in good standing.
- Your new Max SBI Card PRIME becomes valid after your present card expires.
- On expiry, the card must be destroyed by cutting it into multiple pieces across the black magnetic strip.



### CPP

- SBI Card introduces CPP (Card Protection Plan), India's first comprehensive card protection service for use in the event of card loss, theft and related fraud. This product is designed to help you safe-guard all your Cards with CPP. No matter where you are, make One Free Call to CPP's 24 Hour Helpline to report loss of cards or fraud. CPP will notify all your Issuers and you will not need to call them individually. It will also additionally ensure that you would not be stranded anywhere away from home as a result, by helping pay your hotel bills, travel tickets and providing you some emergency cash and helping restore your confidence and freedom! Call SBI Card Helpline at 0124-39010303 OR SMS SBICPP to 56767 to buy Card Protection Plan.

# Terms & Conditions

Before you sign or use the enclosed Max SBI Card PRIME, please read this Agreement, as your use of the Card will be governed by the terms and conditions below:

## 1. DEFINITIONS

'You' and 'Your' shall mean the applicant whose name appears on the Max SBI Card PRIME application form and includes his/her heirs and assignees. 'Additional Cardholder' shall mean an individual issued a Card as per your instruction in line with clause 2.6 of this Agreement. 'Card' or 'Credit Card' or Max SBI Card PRIME' shall mean a credit card issued by SBICPSL on a Card Account and which entitles a Cardholder to use the Card Account.

'Cardholder' is an individual who holds a Card under this Agreement and shall mean a Primary Cardholder and, where appropriate the Additional Cardholder.

'Card Account' shall mean an account opened and maintained by SBICPSL for the purpose of usage of the Card, under this Agreement.

'Cash Advance' shall mean any transaction whereby cash or cash equivalent is obtained by the Cardholder by use of the Card/Card number.

'Charges' shall mean all amounts charged to the Card Account under this Agreement including but not limited to purchase of goods, services or cash advances by use of the Card or a Card number, balance transfers, joining fee, annual fees, interest charges, finance charges, over limit charges, late payment charges, collection charges, maintenance charges transaction charges and service charges.

'International transactions' mean the transactions entered into by the Cardholder on his/her Card outside of India, Nepal and Bhutan.

'Merchant Establishment' shall mean any company, establishment, firm or person, wherever located and in whatever form (including the Internet), which is designated as a/merchant and or with whom there is an arrangement for a Cardholder to obtain goods, services or cash advances by use of the Card or Card number.

'Primary Cardholder' means a Cardholder in whose name the Card Account is maintained. 'Purchase Balance' shall mean any and all amounts relating to non-cash transactions owing to SBICPSL.

'Total Outstanding', 'Outstanding' or 'Outstanding Balance' (capitalised or not, in singular or plural) shall mean any and all amounts owing to SBICPSL on the Card Account.

'SBICPSL' shall mean SBI Cards and Payment Services Limited having its registered office at Unit 401 & 402, 4th Floor, Aggarwal Millennium Tower, E 1,2,3, Netaji Subhash Place, Wazirpur, New Delhi – 110034, and shall include its successors and assignees.

"Max SBI Card PRIME" means a Cobrand Credit Card issued by SBICPSL pursuant to this Agreement, which is customized and carries the name and/or logo of on the front face of the Cobrand Credit Card and logo of SBI Card.

## 2. THE CARD

- 2.1 You shall be deemed to have unconditionally agreed to be bound by this Cardholder Agreement by acknowledging receipt of the Card in writing or by signing on the reverse of the Card or by incurring a Charge on the Card. If you do not wish to be bound by this Agreement then you must cut the Card in half and return it to SBICPSL promptly.
- 2.2 The Card is the property of SBICPSL and must be surrendered to SBICPSL on request. The Cardholder must not permit any other person to use the Card and should safeguard it from misuse by retaining it under his/her personal control at all times.
- 2.3 Each Cardholder may be issued a personal identification number or a password (PIN) to enable use of



the Card for accessing his/her Card Account on the ATM and Internet and also for availing any privilege, benefit or service that may be offered by SBICPSL on the Card. The PIN will be communicated to the Cardholder entirely at his/her risk, who shall not disclose the PIN to any person and shall take all possible care to avoid its discovery by any person. The Cardholder shall be liable for all transactions made with the use of the PIN, whether with or without the knowledge of the Cardholder.

SBICPSL reserves the right to refuse any transactions if it believes that the PIN is being misused or being used without appropriate authorisation.

- 2.4 The Card is valid up to the last day of the month of the year indicated on the face of the Card unless cancelled earlier. Upon expiry or earlier cancellation, the Card may be renewed or reinstated at the sole discretion of SBICPSL. On expiry, the Card must be destroyed by cutting it in half diagonally.
- 2.5 A Joining fee at the prevailing rate will be levied on opening of the Card Account. An Annual fee at the prevailing rate will be levied upon opening of the Card Account and then annually during the month in which the Card Account was originally opened. An Annual Additional Card fee will also be levied for each Additional Card on the Card Account at the prevailing rate. The Joining and Annual fee(s) are subject to change at the discretion of SBICPSL and are not refundable.
- 2.6 SBICPSL may, based on the Primary Cardholder's written request, issue Additional Cards to individuals nominated by the Primary Cardholder who shall be unconditionally bound by this Agreement.
- 2.7 The Primary Cardholder shall be fully liable to SBICPSL for all the Charges on his/her Card and also for those incurred by the Additional Cardholders. The Additional Cardholders shall be jointly and severally liable to SBICPSL for all the Charges even though the monthly statement of account may be sent only to the Primary Cardholder. The Primary Cardholder may at any time request cancellation of any Additional Card(s) but will continue to remain liable for any Charges on such Additional Card(s).

### **3. USE OF THE CARD**

- 3.1 The Card is valid for use in India and internationally as per usage restrictions, entitlements and other conditions stipulated by Reserve Bank of India ("RBI") or any other Government authority from time to time.
- 3.2 The Card is not valid for payment in foreign exchange in Nepal and Bhutan. The currency of transaction on the Card in Nepal and Bhutan shall be the local currency or Indian Rupee.
- 3.3 The Cardholder (including the Additional Cardholder) shall strictly comply with all requirements of the foreign exchange control/management regulations issued by RBI from time to time and in the event of non-compliance, the Cardholder will be liable for action under the applicable exchange control/management regulations. Moreover, the Cardholder may be debarred from holding the Card at the instance of RBI or SBICPSL.
- 3.4 Use of the Card at Merchant Establishments will be limited by the credit limit assigned to each Card Account by SBICPSL from time to time. In case of Additional Cards issued by SBICPSL, the extent of use of all Cards so issued will be limited by the Card Account's credit limit. The Outstanding on the Card Account must not exceed the credit limit at any time. In the event of breach of this provision, the Cardholder will be charged an over limit fee at the prevailing rate. The Cardholder must repay the excess immediately. The over limit fee is subject to change at the discretion of SBICPSL. The credit limit may be revised from time to time at the discretion of SBICPSL.
- 3.5 SBICPSL may, at any time without prior notice, refuse authorisation for a Charge incurred at a Merchant Establishment, and/or restrict or defer the Cardholder's ability to use the Card and/or suspend or cancel the Card and/or repossess (directly or through a Merchant Establishment or any other third party) the Card if it reasonably believes that it is necessary to do so for proper management of credit

or business risk or if the Card or the Card Account is being or likely to be misused or if the Cardholder is in violation of the exchange control/management regulations or any other applicable law or regulation.

- 3.6 The Card may be used for personal purposes and for bona fide business expenses.
- 3.7 The Cardholder shall ensure that he/she maintains a detailed record of his/her transactions on the Internet. SBICPSL is not obliged to make any independent verification with regard to order details provided by the Cardholder and shall be entitled to rely on the details submitted by the Cardholder on the Internet.
- 3.8 Some transactions may attract a service charge, in addition to the amount of the Charge, at certain Merchant Establishments. SBICPSL may also levy charges for collection of cheques, maintenance of the Card Accounts, and for other services that may be rendered to the Cardholder from time to time.
- 3.9 The Cardholder must sign and collect the Charge slip, Cash Advance Slip or Mail Order Coupon at the time of incurring the Charge. Failure to sign a charge slip will not avoid liability for the Charges. The Cardholder must retain his/her own copy of the charge slips. Copies of charge slips will not normally be provided by SBICPSL. However, at its discretion, and upon customer request, SBICPSL may provide copies thereof subject to an additional charge.
- 3.10 In relation to Charges on account of mail order or telephone or electronic commerce (e.g. on the Internet) where a charge slip or voucher may not be available for signature, the Cardholder accepts that in the event of any dispute regarding the authenticity or validity of such a Charge, the Cardholder will first clear his/her Outstanding on the Card and then endeavour to resolve the dispute directly with the concerned Merchant Establishment.
- 3.11 Any charge slip or other payment requisition (electronic or otherwise) received from a Merchant Establishment or any intermediary by SBICPSL for payment shall be conclusive proof that the amount recorded on such charge slip or other requisition was properly incurred by the use of the Card by the Cardholder. Should the Cardholder choose to disagree with a Charge indicated in the monthly statement of account, the same should be communicated to SBICPSL within 10 (ten) days of the statement date, failing which it would be construed that all Charges and the monthly statement of account are entirely in order.
- 3.12 You agree that an electronic record or printout of an electronic record or a copy produced from a microfilm or a scanned /digital image of any document or Charge relating to your Card / Card Account with SBICPSL or produced from data received by SBICPSL electronically from the Merchant Establishment or from you or any intermediary, shall be conclusive evidence of that document or Charge for any purpose.
- 3.13 SBICPSL will not be responsible if any Merchant Establishment refuses to accept the Card or is unable to transact on the Card or levies a surcharge on the Card. However, the Cardholder should notify SBICPSL of this complaint. SBICPSL is not responsible or liable for any defect or deficiency in respect of goods and services charged to the Card. Any dispute should be settled directly by the Cardholder with the Merchant Establishment and failure to do so will not relieve the Cardholder of any obligations to SBICPSL. The existence of a claim or dispute shall not relieve the Cardholder of his/her obligation to pay all Charges and the Cardholder agrees to pay promptly such Charges, notwithstanding any dispute or claim whatsoever. No claim by the Cardholder against a Merchant Establishment will be the subject of a set-off or counterclaim against SBICPSL.
- 3.14 SBICPSL may, at its sole discretion, permit from time to time, its Cardholder to transfer his/her Outstanding balances ("Balance Transfer/s") on other credit cards and credit facilities availed by him / her from other companies and financial institutions. Balance Transfers will not be accepted from

overdue status accounts or where the credit limit has been exceeded or which are greater than the Outstanding balances on such other credit cards and will be limited to such percentage of the available credit limit on the Card as may be determined by SBICPSL. Balance Transfer requests will also not be accepted from other Max SBI Card PRIME accounts. By choosing to avail of the Balance Transfer facility, the Cardholder authorizes SBICPSL to make payments to companies / financial institutions so designated. SBICPSL, however, reserves its absolute right to refuse any Balance Transfer request. The Cardholder must continue to meet his / her obligations in respect of his / her existing credit facilities, balances of which are the subject of Transfer hereunder, until he/she has received a written intimation from SBICPSL that the Balance Transfer request has been accepted and payments have been made to the companies/financial institutions so designated. SBICPSL will not be liable for any new charges, overdue payments or interests incurred on other credit cards/facilities. SBICPSL may, in its discretion, stipulate additional terms and conditions from time to time.

- 3.15 The Cardholder acknowledges that the privileges, benefits and facilities attached to the Card may be suspended/ withdrawn by SBICPSL at its discretion at any time without liability to the Cardholder. Termination of this Cardholder Agreement shall result automatically in the termination of such privileges, benefits and facilities. SBICPSL shall not be liable in any way to the Cardholder for any defect or deficiency in any privileges, benefits or facilities provided by third party suppliers or Merchant Establishments.
- 3.16 A purchase and a cancellation of goods/services, e.g. air/rail tickets, are two separate transactions. The Cardholder must pay for the purchase transaction as it appears on the statement to avoid incurring finance charges or fees. Credit of refund on account of cancellation will be made to the Card Account (less cancellation charges) only when received from the Merchant Establishment. No cash refund will be given to the Cardholder. If a credit is not posted to the Card Account within a reasonable time, the Cardholder must notify SBICPSL within 30 (thirty) days of cancellation.
- 3.17 The onus of complying with the foreign exchange control / management regulations, baggage rules, EXIM Policy and other applicable laws, as amended from time to time, is solely that of the Cardholder and the Cardholder shall indemnify and hold harmless SBICPSL from any consequence, loss, damage, expense or any other financial charge that SBICPSL may incur and/or suffer on account of the Cardholder's contravention of any applicable law and regulation. Non-compliance with the regulations shall not be a ground for the Cardholder to delay or refuse the amounts payable to SBICPSL. In case the Card is suspended/ cancelled, whether on account of non-compliance with exchange control/management regulations or otherwise, SBICPSL will not be responsible for any attempted usage of the Card, whether in India or abroad, resulting in the Card being dishonoured and the concerned Merchant Establishment would be entitled to pick up the Card on presentation.

#### 4. CASH ADVANCES

The Cardholder may be permitted to obtain a Cash Advance from designated branches of State Bank of India, Automated Teller Machines (ATMs) and/or other permitted establishments subject to applicable terms and requirements imposed by SBICPSL from time to time. A minimum and/or maximum amount of Cash Advance that can be accessed on the Card in a single charge or in a single business day may be specified by SBICPSL periodically. The total amount that will be available for cash withdrawal at any point in time will be governed by cash limits set up periodically which will be disclosed to the Cardholder in the monthly statement of account. A cash advance fee will be levied on each such Charge and will be billed to the Cardholder.

#### 5. INSURANCE BENEFITS

- 5.1 Insurance is optional and a subject matter of solicitation. In the event any insurance cover or benefit of

any insurance cover is made available to the Cardholder by an insurance company at the request of SBICPSL, the Cardholder specifically acknowledges that SBICPSL will not be liable in any manner whatsoever and that the insurance company will be solely liable for all claims thereunder. The Cardholder shall not hold SBICPSL responsible for any matter arising out of or in connection with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover. Recovery or payment of compensation, processing or settlement of claims or any other matter in relation to the insurance cover shall be addressed to and resolved directly by the Cardholder with the insurance company.

- 5.2 The Cardholder further acknowledges that the insurance cover so provided will be available to the Cardholder only as per the terms of the relevant insurance policy in force and only so long as the Card Account is maintained in good standing. On the Card being suspended or cancelled for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from the date of suspension/cancellation of the Card Account.
- 5.3 The Cardholder hereby authorizes SBICPSL to require the insurance company to settle any Outstanding on his/her Card Account before payment of any compensation or claim to his/her heirs, nominees, beneficiaries, etc., under the insurance policy.

## 6. BILLING & SETTLEMENT

- 6.1 The monthly statements of account shall be sent to the Cardholder by mail unless the Cardholder specifically opts for such statements to be sent by e-mail, in which case they shall be sent at the e-mail address specified by him/her in the application or by a separate intimation. Additionally, the Cardholder may also access his/her Card Account on the Internet, as and when so enabled by SBICPSL, at its website by using his/her PIN to check his/her statement of account.

If the Cardholder experiences any difficulty in accessing the electronically delivered statement of account, he/she shall promptly inform SBICPSL. The Cardholder agrees to access his/her aforesaid e-mail account at regular intervals of time.

The Cardholder will not hold SBICPSL responsible for his/her not having access, for any reason whatsoever, to the information and statements of account sent to him/her via e-mail. Failure on the part of the Cardholder to receive the statement of account electronically (by e-mail or through access to the Card Account on the Internet) will not avoid his/her liability for the Charges incurred on the Card and the Cardholder shall be liable to make payment for the Charges within 30 days of incurring the Charge on the basis of his/her own record of the transaction or earlier if requested by SBICPSL.

- 6.2 SBICPSL will debit the Card Account for all the Charges incurred by use of the Card and provided for in the Agreement. Charges in respect of International Transactions incurred in foreign currency will be segregated from the Indian Rupee transactions in the statement of account. All Charges (including those in respect of International Transactions) shall be billed in Indian Rupees. The Cardholder agrees and hereby authorises SBICPSL to convert Charges in respect of International Transactions incurred in foreign currency to Indian Rupees at the applicable foreign exchange rates plus any service charges. SBICPSL will credit the Card Account for all payments made by the Cardholder to SBICPSL and also for any credit received from the Merchant Establishments in favour of the Cardholder. When the Card Account has a debit(s) or a credit(s) to be applied over a statement period as determined by SBICPSL from time to time, SBICPSL will send a monthly statement of account to the Cardholder reflecting such debit(s)/credit(s). The Cardholder's obligations and liabilities under this Agreement will not be affected in any way by non-receipt of the monthly statement of account and the Cardholder shall be liable to settle the Outstanding balance on the Card in due time on the basis of his/her chargeslip, noting, record or any other evidence (electronic or otherwise) of the Charge.

- 6.3 The monthly statement of account will set out, inter alia, the outstanding balance on the Card Account, minimum payment required to be made and the due date for payment. For calculation of Minimum Amount Due (MAD) and order of payment settlement, please refer to the Most Important Terms and Conditions (MITC) provided on SBI Card's Website: SBI Card Website > Home > Most Important Terms & Conditions.
- 6.4 (a) Unless the interest-free period applies as set out below, SBICPSL will levy a finance charge on any new purchase (and any related debited charge) from the day on which it is debited to the Card Account. The interest-free period for a purchase (and any related debited charge) in any statement period will apply if the Outstanding balance on the Card Account for the previous statement period (if any) is paid in full by its due date. If the Outstanding balance on the Card Account is not paid in full by its due date, a finance charge will be levied on any new purchase (and any related debited charge) from the day on which the purchase (and any related debited charge) is debited to the Card Account and on the Outstanding account balance on the Card Account from the first day of the last statement period. SBICPSL will charge interest on a Cash Advance from the day on which the Cash Advance is debited to the Card Account.
- (b) SBICPSL will ordinarily levy a finance charge on the Purchase Balance Outstanding on the Card Account on a daily basis by applying its current daily percentage rate to the amount of the Purchase Balance Outstanding at the end of each day. SBICPSL will levy a finance charge on Cash Advance balances on a daily basis by applying its current daily percentage rate to the amount of the Cash Advance balance at the end of each day.
- (c) The finance charge as above, will continue to be payable after termination of this Agreement or closure of the Card Account till Outstanding on the Card Account is cleared in full.
- (d) SBICPSL may at any time, under intimation to the Cardholder, vary the finance charge to take into account prevailing interest rates, market forces and credit and business risks.
- (e) No interest will be paid on any credit balances in the Card Account.
- 6.5 (a) The Cardholder must make payment to SBICPSL each month of at least the minimum amount due as described in clause 6.3 hereinbefore.
- (b) Punctual payment is essential and it is a condition of this Agreement that all payments must reach SBICPSL on or before the payment due date indicated in the monthly statement of account but not later than 30 days from the date of incurring the Charge in any case.
- (c) If the minimum amount due is not paid by the payment due date, a late payment fee will be debited to the Card Account.
- (d) All payments made by cheque/draft are subject to realisation. Outstation cheques/drafts are subject to a collection charge at the prevailing rate, which is subject to change at the discretion of SBICPSL.
- (e) Should any payment instrument be subsequently dishonoured, a fee will be charged respect of a dishonoured instrument. SBICPSL also reserves the right to initiate all appropriate legal action(s). Please refer to MITC for the exact fees for cheque dishonour fee and other related charges.
- 6.6 Duplicate monthly statements of account will be provided by SBICPSL to the Cardholder only for a period of six months preceding the Cardholder's request and would be subject to a service charge.
- 6.7 The Cardholder will be liable for all Charges incurred and all other obligations under the terms and conditions of this Cardholder Agreement until the Card Account is repaid in full.
- 6.8 "SBI Cards may, at its sole discretion and in accordance to its internal policy and procedures or on request from the Card Holder may waive / reverse interest, fees or other charges which had been charged or levied by it to the Card Holder"

## 6.9 SMA & NPA

- Special Mention Accounts ('SMA'):

In furtherance to Regulatory requirements, SBI Card is required to identify incipient stress in the account by creating a sub-asset category viz. 'Special Mention Accounts ('SMA')' with the three sub-categories as given in the table below.

Credit cards are treated as "Loans other than revolving facilities".

SMA Sub-categories	Basis for classification [Principal or interest payment or any other amount wholly or partly overdue]
SMA – 0	Upto 30 days from Payment Due Date ('PDD').
SMA – 1	More than 30 days & upto 60 days from PDD
SMA – 2	More than 60 days & upto 90 days from PDD

Example regarding classification of SMA:

If Payment Due Date ('PDD') of a Credit Card account is 31st March 2021, and 'Minimum Amount Due ('MAD') is not received before this date then after the due date, the account will be mentioned as SMA – 0.

If the account continues to remain overdue beyond 30 days from PDD i.e., beyond 30th April 2021 then this account shall get tagged as SMA-1.

Similarly, if the account continues to remain overdue, beyond 60 days from PDD i.e., beyond 30th May 2021 then this account shall get tagged as SMA – 2.

- Non-Performing Asset ('NPA'):

A credit card account will be treated as non-performing asset ('NPA') if the Minimum Amount Due, as mentioned in the statement, is not paid fully within ninety (90) days from the PDD mentioned in the statement. Further, any account where a settlement or restructuring arrangement has been availed will be classified as NPA. An account continues to be classified as NPA till the entire arrears of interest and principal are paid. Settlement and restructured accounts do not qualify for an upgrade. Finally, if any customer has even one credit card with SBI Card tagged as NPA, all cards of the customer will be classified as NPA.

Example regarding classification of an account as NPA:

If Payment Due Date ('PDD') of a Credit Card account is 31st March 2021, and Minimum Amount Due as mentioned in the statement has not been fully paid by the customer within a period of 90 days from the PDD i.e., till 29th June 2021, then the lender shall consider the credit card account as NPA.

- 6.10 "Notwithstanding anything inconsistent contained in any other clause of the Cardholder Agreement/ Most Important Terms & Conditions ("MITC"), it is further stipulated that if the cardholder does not pay the minimum amount due for a period of 180 days, then the credit card services being provided by SBI Card under this Agreement shall stand terminated, however the Cardholder shall continue to be liable for any unpaid sum as on the 180th day plus any finance charges / delayed payment interest that SBI Card may, at its sole discretion and option and in accordance to its various internal policies and procedures, levy for the period post 180 days after the payment due date."



## 7. LOST OR STOLEN CARDS

- 7.1 In the event the Card, Card number or the PIN is lost, stolen or misused by another person, the Cardholder must report the occurrence to SBICPSL. Although loss, theft or misuse may be reported by any means, the Cardholder must confirm to SBICPSL in writing immediately after reporting the loss/theft/misuse to the police. A copy of the police complaint/First Information Report (FIR) must accompany the written confirmation.
- 7.2 If the Cardholder loses his/her Card overseas, he/she may either report the occurrence to SBICPSL or report the loss through the Visa Global Emergency Assistance Services (For VISA cards only). In case the Cardholder uses the Visa Global Emergency Assistance Services then the charges would be applicable as provided in the cardholder guide.
- 7.3 SBICPSL is neither liable nor responsible for any transactions incurred on the card account prior to the time of reporting of the loss of the card, and the card member will be wholly responsible and liable for the same. However it is stipulated that after receipt of proper notification of the loss by SBICPSL by any means preferably on call or in writing, the card member shall have no financial liability. Furthermore, in addition to notifying SBICPSL about the loss or theft of the card, the card member must report any thefts of cards to police and other investigating authorities and lodge a First Information Report ("FIR").
- 7.4 The Cardholder will not be liable for transactions made on the Card after receipt by SBICPSL of the written notice of the loss/theft/misuse.
- 7.5 On the loss of the Card, SBICPSL may at its sole discretion issue a replacement Card at a fee. In the event the Cardholder subsequently recovers the Card, the recovered Card must not be used and must be cut in half diagonally and returned immediately to SBICPSL and adequate care taken to prevent its misuse.
- 7.6 The Cardholder is responsible for the security of the Card, Card number and the PIN and shall take all steps towards ensuring the safekeeping thereof. In the event SBICPSL determines that the aforementioned steps are questionable (on account of the Cardholder's negligence, malafides, etc.), financial liability on account of the lost, stolen or misused Card/Card number/PIN shall be borne by the Cardholder and could result in cancellation of the Card Account.

## 8. TERMINATION

- 8.1 The privileges of the Card may be suspended and the Card cancelled by SBICPSL, either temporarily or permanently, at any time as provided in clause 3 hereinbefore in its absolute discretion and without giving notice thereof to the Cardholder or assigning any reason therefore. SBICPSL may list the cancelled Cards in a Cancellation Bulletin/Alert/Hot List, etc. that the Card(s) issued on the Card Account have been cancelled. The Cardholder shall agree to surrender the Card to SBICPSL or its representative, upon being requested to do so either by SBICPSL or its representative. The Cardholder must not use the Card after it has expired or has been suspended or cancelled and shall continue to be fully liable for the Charges incurred after its expiry/suspension/cancellation.
- 8.2 The Cardholder can close his/her Card Account at any time by terminating this Agreement by a written notice to SBICPSL accompanied by the return of the Card cut in half diagonally and with full settlement of all Outstanding on the Card Account.
- 8.3 Upon termination of this Cardholder Agreement for any reason whatsoever, whether at the instance of the Cardholder or SBICPSL, the Cardholder shall remain liable for all Charges incurred by the use of the Card and all amounts/Outstanding shall be due and immediately payable.
- 8.4 The Cardholder specifically acknowledges that once the Card Account is closed and privileges (including any benefits and services) of the Card stand withdrawn, reinstatement of the same is neither

automatic, nor attendant and will take place solely at the discretion of SBICPSL. The Cardholder also acknowledges that the aforementioned takes precedence over any communication in this context that the Cardholder might receive during the normal course.

- 8.5. The Card Account is liable to be suspended/cancelled on instruction from any government/regulatory body. All amounts Outstanding on the Card Account shall be deemed to have immediately become due on such instructions from government/regulatory bodies as the case may be and SBICPSL shall be entitled to recover the same in accordance with the relevant laws in force.

## 9. MISCELLANEOUS

- 9.2 The Cardholder shall be liable for all costs associated with the collection of dues, legal expenses and decretal amounts with interest, should it become necessary to refer the matter to any agent or where legal recourse for enforcement of payment has been taken.
- 9.3 The Cardholder expressly recognizes and accepts that SBICPSL shall be absolutely entitled to sell, assign or transfer in any manner (including through the drawing of a negotiable instrument or otherwise) in whole or in part and on such terms as SBICPSL may decide (including reserving a right to SBICPSL to proceed against the Cardholder on behalf of any purchaser, assignee or transferee) the Outstanding and dues of a Cardholder to any third party of SBICPSL's choice without reference to or without written intimation by SBICPSL to the Cardholder and any such sale, assignment or transfer shall bind the Cardholder to accept such third party as a creditor exclusively or as a joint creditor with SBICPSL, but with the right to SBICPSL to continue to exercise all powers hereunder on behalf of such third party and to pay over such Outstanding and dues to such third party or to appropriate the same, as SBICPSL may decide. Any costs incurred by SBICPSL towards enforcement of its rights and recovery of Outstanding and dues shall be debited to the account of the Cardholder.
- 9.4 Where SBICPSL acts on good faith in response to any oral or electronic instruction or inquiry by the Cardholder in respect of any matter in relation to the Card, the Cardholder will not be entitled to claim or allege any loss, damage, liability, expense etc., attributable, directly or indirectly, to any such good faith action of SBICPSL and the Cardholder agrees to hold SBICPSL harmless in respect thereof.
- 9.5 The total Outstanding on the Card Account, together with the amount of any Charges effected but not yet charged to the Card Account, will become immediately due and payable in full to SBICPSL on bankruptcy or death of the Primary Cardholder and the Card Account shall immediately stand cancelled.

The Primary Cardholder's estate will be responsible for settling any Outstanding on the Card Account and should keep SBICPSL indemnified against all costs including legal fees and expenses incurred in recovering such Outstanding. Pending such repayment, SBICPSL will be entitled to continue to levy finance charges at its prevailing rate.

- 9.6 The Cardholder hereby authorizes SBICPSL or its representatives to contact his/her employer, banker or any other source to obtain and/ or verify any information or otherwise that may be required.
- 9.7 SBICPSL reserves the right to add to or change these terms and conditions and revise policies, benefits and features offered on the Card at any time, without limitation to changes which affect existing balances, finance charges or rates and methods of calculation. The Cardholder will be notified of any such changes. By keeping or using the Card after notification, the Cardholder is deemed to have agreed to the amendment/change. If the Cardholder does not agree with any amendment of the terms and conditions or any other change related to the Card or benefit made available on the Card, he/she may cancel the Card by cutting it in half diagonally and returning both halves to SBICPSL.
- 9.8 If required by law to do so or if considered necessary to do so for proper management of credit or business risk, SBICPSL reserves the right to disclose any and all Cardholder information, including



default in any payments, to any court of competent jurisdiction, quasi judicial authority, law enforcement agency, relevant wing of the Central Government or State Government, Cardholder's employer, State Bank of India, any other card issuer, credit reference agency, financial institution or any company which is an affiliate or associate or parent or subsidiary of SBICPSL. The Cardholder acknowledges that information on usage of credit facilities by customers are also exchanged amongst banks and financial institutions which provide credit facilities and the Card may be cancelled on receipt of any adverse market information in relation to the Cardholder without any liability on SBICPSL to disclose any details thereof to the Cardholder.

- 9.9 The Cardholder authorises disclosure of his/her Card Account information by SBICPSL to any third party engaged to provide any service in connection with operation of the Card Account and/or marketing of various services.  
The Cardholder agrees to SBICPSL sending, from time to time, marketing offers and/or promotional mailers to him/her at his/her postal or e-mail address, unless he/she has specifically opted not to so receive, in which event SBICPSL will be entitled reasonable time to stop sending such offers.
- 9.10 The Cardholder hereby agrees that the Card application and copies of all documents submitted in support thereof and for the ongoing operation of the Card Account by the Cardholder to SBICPSL are and shall remain the sole and exclusive property of SBICPSL, and SBICPSL shall not be obliged to return the same to the Cardholder upon his/her request or upon termination of this Agreement.
- 9.11 In the event that the Cardholder delays or is unable to settle the Outstanding on the Card in terms of this Agreement, SBICPSL is hereby authorised by the Cardholder to set-off and adjust any such Outstanding against any amount that may be payable by SBICPSL, in any capacity, to the Cardholder on any account whatsoever.
- 9.12 The Cardholder agrees that SBICPSL may send him/her reminders from time to time for settlement of any Outstanding on his/her Card Account by post, fax, telephone, e-mail, cellular phone, SMS messaging and/or engage third parties to remind, follow up and collect his/her Outstandings on the Card Account.
- 9.13 The Cardholder agrees to comply with all applicable laws and regulations from time to time which govern or may be affected by the use of the Card.
- 9.14 The forbearance, delay or failure on the part of SBICPSL to exercise any right under this Agreement shall not operate as waiver of such a right nor preclude any further exercise of that right.
- 9.15 Without in any way limiting the above, SBICPSL shall not be liable or responsible to the Cardholder for any loss, damage, expense, claim or liability arising directly or indirectly out of:
  - (a) any defect or deficiency in any goods and services purchased on the Card or availed as a benefit, privilege or facility attached to the Card;
  - (b) refusal by or inability of a Merchant Establishment to honour or accept the Card;
  - (c) non or malfunctioning of any Terminal Device, Website, Server Client machine;
  - (d) handing over of the Card by the Cardholder to any unauthorised person;
  - (e) any statement made by any person requesting return of the Card or any act performed by any person in conjunction therewith;
  - (f) any injury to the credit, character and reputation of the Cardholder alleged to have been caused by the repossession of the Card and/or request for its return;
  - (g) SBICPSL complying with any request made by the Additional Cardholder in relation to the Card Account;
  - (h) the exercise of any right by SBICPSL seeking surrender the Card prior to the expiry of the date

mentioned on the face of the Card whether such demand and surrender is made and/or asked by SBICPSL or any person or Terminal Device;

- (i) exercise of SBICPSL's right to terminate any Card;
- (j) decline of any charge by SBICPSL because of the Cardholder exceeding his/her foreign exchange entitlements or usage restrictions as prescribed by RBI guidelines issued from time to time; and
- (k) if any demand or claim for settlement of Outstanding dues from the Cardholder is made by SBICPSL or any other person for and on behalf of SBICPSL, the Cardholder acknowledges that such an act shall not amount to an act of defamation or an act prejudicial to or reflecting upon the character of the Cardholder in any manner.

- 9.16 The Cardholder is aware of all security risks, including possible third party interception of any of his/her transactions and statements of account on the Internet and the contents of his/her transactions or statements of account becoming known to third parties. The Cardholder agrees and undertakes that he/she shall not hold SBICPSL liable therefore in any way. The use and storage of any information, including without limitation, the Card number, PIN, password, account information, transaction activity, account balances and any other information available on the Cardholder's Internet access device or computer is at his/her own risk and responsibility.
- 9.17 Any notice given by SBICPSL hereunder will be deemed to have been received by the Cardholder within 7 days of posting to the Cardholder's address last notified in writing to SBICPSL or, where specifically requested, within 24 hours of sending the same via e-mail at the e-mail address specified by him/her. Any notice may also be sent by fax or communicated verbally and confirmed in writing by post or fax. SBICPSL shall not be held accountable for delays in receipt of notices by post. In the event of any change in the Cardholder's e-mail and/or employment and/or office and/or residential address and/or telephone numbers, the Cardholder shall inform SBICPSL promptly in writing or by e-mail and must confirm the same by mail or fax.

## **10. GOVERNING LAW AND ARBITRATION**

- 10.1 The Cardholder Agreement shall be governed by the laws of India and the courts of Delhi.
- 10.2 Any dispute, difference and/or claims arising out of in connection with or in relation to this Agreement, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent statutory amendment, if any, to the Act, by a sole arbitrator, whose appointment shall be made at the instance and discretion of the SBICPSL. The arbitrator appointed shall be competent to decide whether any matter or dispute or difference referred to the arbitrator falls within the purview of arbitration as provided for in this clause and/or should be decided under the Arbitration and Conciliation Act, 1996.
- 10.3 Any arbitration award granted shall be final and binding on the Parties. The venue and seat of the Arbitral Tribunal shall be at New Delhi.
- 10.4 This Clause 10 shall survive termination of the Cardholder Agreement.

## **11. REWARD POINT PROGRAM**

- 11.1 Reward Point Program
- a. SBI Card Rewards Program ("the Program") allows eligible Max SBI Card PRIME ("Cardholder/s") to accumulate points ("Points") from spending on their Max SBI Card PRIME, as determined by SBI Cards & Payment Services Limited ("SBICPSL") from time to time.
- 11.2 Eligibility
- a. The Program is open to holders of Max SBI Card PRIME, whose accounts are valid and in good

standing and any other Card so determined by SBICPSL.

- b. The Points earned by an Additional Cardholder will accrue to the account of the Primary Cardholder.

### 11.3 Enrolment

- a. Participation in the Program is voluntary.
- b. The Cardholder may opt out of the Program by sending intimation (telephonic or written) to SBICPSL.
- c. The Cardholder may continue to use his/her Max SBI Card PRIME as he/she normally does.
- d. The Annual Fee for participation in the Program may be as determined by SBICPSL from time to time.
- e. Enrolment Date - shall mean the date of launch of the Program for the existing Cardholders and the account set up date by SBICPSL for the new Cardholders.
- f. Enrolment Year - shall mean "any twelve-month period" commencing on the Enrolment Date.

### 11.4 Reward benefit

- a. Enjoy 15 Reward Points on every ₹100 spent at Landmark Stores (Max, Lifestyle, Home Centre & Spar).
- b. Enjoy 10 Reward Points on every ₹100 spent at Dining & Movies Spends.
- c. Earn 2 Reward Points per ₹100 spent on other retail purchases (Non fuel). Any purchases at petrol pumps/services stations identified under MCC 5712, 5541, 5983, and 5542
- d. 4 Reward Points = ₹1

### 11.5 Reward Redemption – Closed loop redemption only into LMR

- a. Convert your Reward Points into Landmark Rewards and get added benefit.
- b. Customer can Call SBI Card helpline #1860-180-1290, 011 39020202 for Reward Point conversion into LMR.
- c. 1 Landmark reward = ₹0.60
- d. 1 LMR = 2.4 SBI Card Reward Points.
- e. Mobile number registered at SBI Card will automatically be registered/updated as Landmark rewards mobile number.
- f. LMR = Landmark Rewards. Reward Point transfer will be done basis the customer request only.
- g. In case the mobile number mentioned in LMR account is different from the registered mobile number of SBI Card, customer needs to connect with LMR helpline number 18002082444 between 10 AM – 10 PM or email – [feedback@landmarkrewards.in](mailto:feedback@landmarkrewards.in) for the getting the same changed/unchanged.
- h. Redemption fees of ₹99+GST will be charged for redemption below 1,000 points

### 11.6 General

- a. Fraud and abuse relating to earning and redemption of Points in the Program will result in forfeiture of the Points as well as termination of the Max SBI Card PRIME account.
- b. Information supplied by a Cardholder on redemption of rewards may be used by SBICPSL or its merchant establishments for administrative and/or marketing purposes.
- c. Any taxes or other liabilities or charges payable to the Government or any other authority or body or any other participating merchant establishment which may arise or accrue to a Cardholder by redemption as aforesaid or otherwise as result of the Program shall be to the sole account of the Cardholder.

- d. SBICPSL reserves the right to cancel, change or substitute the rewards or reward conditions or the computation of Points or terms and conditions of the Program at any time. SBICPSL can suspend or terminate the Program at any time it deems necessary. In such a case, SBICPSL will intimate the Cardholders and give them an option to redeem the accumulated Points.
- e. SBICPSL makes no warranties or representations, either expressed or implied, with regard to the type, quality or fitness of the goods and services provided by the participating merchant establishments under the Program. Merchandise, where applicable, will be accompanied by warranty information from the manufacturer and any claims must be directed solely to the manufacturer.
- f. Any dispute concerning goods or services received as rewards under the Program shall be settled between the Cardholder and the participating merchant establishment which supplied the goods or services. SBICPSL will bear no responsibility for resolving such disputes or for the dispute itself.
- g. The Program does not in any way amend the Cardholder Agreement between SBICPSL and the Cardholder, and any term referenced but not defined herein may be interpreted in accordance with the Cardholder Agreement.
- h. SBICPSL acts in good faith in response to any oral or electronic instruction or inquiry by the Cardholder in respect of any matter in relation to this Program and fulfillment of any reward, the Cardholder will not be entitled to claim or allege any loss, damage, liability, expense etc. attributable, directly or indirectly, to any such good faith action of SBICPSL and the Cardholder shall indemnify and hold SBICPSL harmless in respect thereof.
- i. In case of a scenario where reward points redeemed by cardholders are required to be adjusted as a statement debit then the conversion value of such points shall be: "1 Reward point = INR 0.25".
- J. All queries in relation to the Program may be addressed to -

The Manager - Customer Services

SBI Cards & Payment Services Limited

P.O. Bag 28-GPO, New Delhi - 110 001



## Know us better

### By Phone - 24 HOURS

For more information, call 1860 180 1290/1860 500 1290 or 39 02 02 02 (prefix local STD code) Please keep your card handy.

### By e-mail

Write to us at [customercare@sbicard.com](mailto:customercare@sbicard.com) for any queries on your card account

### By Letter

Write to us at SBICPSL, Post Bag No. 28, GPO,  
New Delhi – 110001

### By Web

Log onto [sbicard.com](http://sbicard.com)