TERMS AND CONDITIONS FOR WSFx SMART CURRENCY CARD

Before you use the enclosed WSFx Smart Currency Card, please read the Terms and Conditions meticulously. The following terms and conditions ("**Terms and Conditions**") apply to the Cardholder and usage of the WSFx Smart Currency Card. If you use the WSFx Smart Currency Card, you will be deemed to have accepted these Terms and Conditions and they will govern your use of the WSFx Smart Currency Card.

1. DEFINITIONS

1.1 In these Terms and Conditions, the following words have the meanings set out hereunder, unless the context indicates otherwise:

a. "**ATM**" means an automatic teller machine/ terminal/ cash dispenser or like installed outside displaying VISA logos for effecting cash withdrawals, at which, *inter alia*, the WSFx Smart Currency Card may be used for the purpose of withdrawing Travel Card Balance.

b. "**Auto Wallet Transfer**" – means where a Currency Wallet has insufficient funds, funds will be automatically transferred from another Currency Wallet(s) to allow the transaction to be completed. Auto Wallet Transfers will be completed at the Conversion Rate.

c. **"BANK/Bank"** means YES BANK Limited.

d. "WSFx" means Wall Street Finance Limited

e. **"WSFx Smart Currency Card"** means Card issued to the Cardholder.

f. **"Cardholder" "you"** and **"your"** means person to whom the WSFx Smart Currency Card has been issued and who is authorized to use the WSFx Smart Currency Card.

g. **"Card Account"** means the pre-paid account associated with the WSFx Smart Currency Card(s) carrying the Cardholder's name and, loaded with one more currency wallets that have access to prepaid payment functions and available balance. An Account may hold multiple currency wallets which must include US Dollar.

h. **"Cash Advance/Cash@POS"** means a service which allows Cardholders to withdraw/avail cash over the counter at a BANK or other financial institute, up to a prescribed limit. Such transactions incur higher fee on the amount being withdrew/availed (Customer can refer schedule of charges for more details)

i. **"Cash Disbursement"** means a service through which Card holders can swipe their card on Point-of-Sale (POS) terminals provided by financial institutions or BANK Branch Terminal. Such transactions incur higher fee on the amount being swiped for transferring funds. (Customer can refer schedule of charges for more details)

j. **"Conversion Rate"** means the foreign currency exchange rate applicable to inter wallet transfers from within a range of Supported Currency exchange rates available prevailing at the time of processing of the Transaction.

k. "**Customer Care Center**" shall means the contact center of the BANK.

l. **"Currency Wallet"** means the portion of the Account that holds the total of each of the Supported Currencies which are loaded onto the Account. Whenever a Currency Wallet has insufficient balance, funds will be automatically transferred from another Currency Wallet(s) at the Conversion Rate to allow the transaction to be completed. The transactions or fees are applied to the Account in the currency order defined by the Cardholder when more than one Currency Wallet is loaded on the Account.

m. **"Currency Auth Order"** – means, when you have more than one Currency Wallet loaded on your Card Account, the order that the transactions or fees may be applied to your Card Account. Currency Auth Order will be defined by BANK and in case of any change in the order BANK may send notification to Cardholders. Current "Currency Auth Order" for your WSFx Smart Currency Card is as follows: USD, EUR, GBP, SGD, JPY, CAD, AUD, NZD, AED, THB, HKD, CHF, SAR and ZAR.

n. **"EDC"** terminal means the Point of Sale machine capable of handling card transaction i.e. Electronic Draft Capture (EDC) terminal, printers, other peripherals and accessories, including PIN (defined hereunder) pads and necessary software to run the devices and which processes the transaction at the merchant
o. **"International Transactions"** means to the Transactions done by the Cardholder using his WSFx Smart Currency Card outside India, Nepal, and Bhutan and in countries as per UN Sanctioned List as amended time to time.
p. "**INR Wallet/Card**" means wallet/card in Indian Rupee denomination
q. **"Load"** shall mean loading of the funds on Card Account/ Card in India.
r. **"Limit"** means the limit as applicable on the Card as per the rules and regulations of RBI / internal policies of the BANK as amended from time to time.
s. **"Merchant"** means any person who owns or manages or operates a Merchant Establishment.
t. **"Merchant Establishment"** means establishments wherever located which honors a VISA and shall include among others, stores, shops, restaurants, hotels, airlines advertised as honoring VISA card.
u. **"Personal Identification Number"** (PIN) means the PIN as provided to the Cardholder by BANK, for use with and in relation to the WSFx Smart Currency Card in terms hereof.
v. **"POS Terminal"** means point of sale electronic terminals at Merchant Establishments
w. **"RBI"** means Reserve BANK of India.
x. **"Reload"** or **"reload"** shall mean loading of funds on an existing Card Account/ Card **"Refund"** means refund of unspent Travel Card Balance basis a request from the Cardholder. This also includes conversion of Travel Card Balance in foreign currency to Indian Rupee wallet.
y. **"Refund from INR Wallet"** means refund of unspent Travel Card Balance in Indian Rupee Wallet basis a request from the Cardholder to BANK account.
z. **"Shared ATM Network"** means ATMs which may not be owned by BANK but which honour Cards issued by BANK.
aa. **"Supported Currency"** means USD, GBP, EUR, CAD, AUD, SGD, AED, JPY, SAR, THB, NZD, CHF, HKD, SEK, ZAR and other such foreign currencies as notified by BANK from time to time.
bb. **"Travel Card Balance"** means the amount of foreign currency purchased and loaded onto the WSFx Smart Currency Card in respect of which the WSFx Smart Currency Card has been issued and any additional currency that may subsequently be purchased by the Cardholder and loaded onto the WSFx Smart Currency Card (not including any sales commission or fees paid to the BANK), less any amounts debited from the WSFx Smart Currency Card pursuant to any charges and/or fee and these Terms and Conditions.
cc. **"Transaction"** means cash withdrawals from any ATM outside India, Nepal and Bhutan and/or any purchase made at any Merchant Establishment or online e-commerce website through the use of the WSFx Smart Currency Card.
dd. **"VISA ATM Network"** means ATM's wherever located displaying the VISA symbol and which honor the VISA card.
ee. **"VISA"** means VISA International Inc.
ff. "**VISA Conversion Rate**" – means the exchange rate selected by VISA from within a range of wholesale exchange rates available or, if applicable, the government mandated rate relevant to the country of the Unsupported Currency being transacted. In either case the exchange rate will be selected on the date that VISA processes your foreign currency transaction (and not necessarily the date that you enter into the foreign currency transaction).

Clause headings are inserted for convenience of reference only and shall not affect the interpretation of these Terms and Conditions. Words importing the plural shall except where the context otherwise requires, include the singular and vice versa; references to the masculine gender shall include the feminine or neuter genders and vice versa; and references to persons shall be construed as references to an individual, firm, company, body corporate, statutory board, government body, incorporated body of persons, association or trust as the context may require.

2. CONDITIONS OF THE ISSUE OF THE WSFX SMART CURRENCY CARD

a. Any Indian Resident or diplomat as defined by RBI guidelines from time to time (the "**Applicant**") may apply for purchase of the WSFx Smart Currency Card through WSFx' s Branches

b. The issuance and use of the WSFx Smart Currency Card is subject to compliance by the Applicant of the provisions of applicable laws including but not limited to (**Foreign Exchange Management Act, 1999**), rules, regulations and directions as issued by the Reserve BANK of India and/or other appropriate authority under any law in force or any amendments thereto from time to time. The WSFx Smart Currency Card cannot be used for making payment towards foreign currency transaction in India, Nepal, and Bhutan and in countriesas per UN Sanctioned List as amended time to time.

c. The WSFx Smart Currency Card may be used, as per the Limit or as amended time to time by the Cardholders going abroad for personal or business expenses, provided the total exchange drawn during the trip abroad does not exceed the Limit. Import of goods so purchased abroad into India, would be governed by the baggage rules/EXIM policy in force. The WSFx Smart Currency Card cannot be used for effecting remittances for which the release of exchange is not permissible under the extant regulations.

d. The Applicant for the WSFx Smart Currency Card will be required to complete and submit a duly signed application form as required by BANK and further to submit all such supporting documents and additional information as may be required by the BANK from time to time.

e. The validity period of the WSFx Smart Currency Card shall be as displayed on the Card. The Card cannot be used beyond the validity period. Prior to expiration, the Cardholder can ask the BANK to close the Account at any time. The WSFx Smart Currency Card(s) cannot be used at any transaction after the expiry date.

f. Subject to all the conditions specified by the BANK being satisfied, the WSFx Smart Currency Card shall be issued as prescribed by the BANK to the Cardholder.

g. No individual should obtain or possess multiple live WSFx Smart Currency Cards.

h. Upon receiving the WSFx Smart Currency Card, the Cardholder shall sign on the reverse of the WSFx Smart Currency Card.

i. The Cardholder shall at all-time ensure that the WSFx Smart Currency Card is kept at a safe place. The Cardholder shall under no circumstances whatsoever allow the WSFx Smart Currency Card to be used by any other individual.

j. Upon issuance of the WSFx Smart Currency Card, the Cardholder is deemed to accept and agree to these Terms and Conditions and any modifications thereto. The BANK reserves the right to revise policies, features and benefits offered on the WSFx Smart Currency Card, alter these Terms and Conditions from time to time and may notify the Cardholder of any such alterations in any manner it thinks is suitable.

k. The WSFx Smart Currency Card is and shall be at all times the absolute property of BANK and the BANK reserves right to deactivate / cancel the Card. The WSFx Smart Currency Card is not transferable or non-assignable to any other person by the Cardholder under any circumstances.

l. The Cardholder, hereby agrees and acknowledges that, any or all the instructions or communications given to the BANK directly or indirectly, via telephone, mobile phone, facsimile, untested telexes and faxes, telegraph, cable, e-mail or any other form of electronic communication, for any purpose related to the WSFx Smart Currency Card, funds, statement, etc. involves inherent risks and at times the said instructions or communication may not be clear, complete, visible, readable and as such Cardholder hereby agrees and confirms that the BANK shall not be held liable for and shall be indemnified from, any losses or damages including legal fees arising upon acting on, or failure to act on such instructions or communications, wholly or in part in accordance with the said instructions or communications so received.

3. USE OF THE WSFX SMART CURRENCY CARD

a. The WSFx Smart Currency Card may be used to access Travel Card Balance at any ATM which accepts the Card except in India, Nepal and Bhutan subject to the condition that BANK and Shared ATM Network, as applicable, BANK reserve the right at any time to refuse to permit the use of the WSFx Smart Currency Card at any ATM for any reason whatsoever. The Cardholder hereby agrees and undertake not to use the Card in, Nepal and Bhutan and in countries as per UN Sanctioned list amended time to time.

b. Card is not allowed to be used in UN Sanctioned countries such as Afghanistan, Central African Republic, Democratic Republic of the Congo, Democratic People's Republic of Korea, Guinea-Bissau, Iran, ISIL and Al-Qaida, Libya, Mali, Somalia, South Sudan, Sudan, Belarus, Burma, Yemen etc. as amended from time to time. The Cardholder hereby agrees and undertake not to use the Card in such UN Sanctioned countries.

c. The Cardholder may also use the WSFx Smart Currency Card to pay for charges incurred at any Merchant Establishment through POS terminals subject to the condition that the BANK and Merchant Establishments reserve the right at any time to refuse to permit the use of the WSFx Smart Currency Card at any Merchant Establishment for any reason whatsoever provided however that this facility shall not be used or availed in, Nepal and Bhutan and in countries as per UN Sanctioned list amended time to time.

d. The WSFx Smart Currency Card is acceptable at any institution belonging to the VISA network abroad. The BANK will not accept responsibility for any dealings the Cardholder may have with the other institutions including but not limited to any such services.

e. The amount of each Transaction shall be debited from the WSFx Smart Currency Card immediately.

f. In the event there are insufficient Travel Card Balance stored in the WSFx Smart Currency Card to honour a requested transaction, the transaction will be declined.

g. The Cardholder can withdraw funds by using the WSFx Smart Currency Card at a POS terminal at any Merchant Establishment Except Nepal, Bhutan and countries as per UN Sanctioned list amended time to time.

h. For a Refund of the Travel Card Balance, the Cardholder have the option of either retaining the Card until expiry of Card for future usage or destroy the card by cutting it into 4 pieces across Chip and Magnetic Strip.

The Refund shall be made in Indian rupees (INR) only after deduction of charges as applicable from time to time (except for Refunds which are made to the Company where the Cards were funded debiting foreign currency denominated account, e.g. EEFC or RFC of the Company). If the WSFx Smart Currency Card was funded by debiting the company's account, then the Refund proceedings will also be credited back to the respective company's account only. However as per company's instructions Travel Card Balance can be credited to Cardholder's own bank account and in such scenarios the Refund will be in INR only.

i. The Refund from INR Wallet will be credited to Cardholder's own bank account in Indian Rupees only basis Cardholder's request.

j. The Cardholder undertakes and agrees not to use the WSFx Smart Currency Card for making payment for any illegal purchases i.e. purchase of items/services not permitted by RBI as per the relevant regulations, rules, and guidelines.

k. Use of the WSFx Smart Currency Card at any unauthorized location or for any purpose other than as stated under these Terms and Conditions is strictly prohibited and may result in cancellation of the WSFx Smart Currency Card and initiation of legal action by BANK.

l. BANK will not be liable for any loss, direct or indirect, that may be suffered by the Cardholder as a result of any decline, rejection, voided, time-out, network failure, unauthorized use or cancellation of the WSFx Smart Currency Card for any reason whatsoever.

m. The Cardholder shall be responsible for all the charges incurred on the WSFx Smart Currency Card whether or not the same is result of misuse or fraudulent use on account of negligence by Cardholder.

n. The Cardholder must promptly intimate the Bank via Bank's Customer Care Center or its authorized representatives in the below mentioned events. Further, the Bank upon adequate verification will permanently block the Card and will not be liable for any inconvenience caused to the Cardholder pursuant to blocking of the Card: - Customer Care Center the account is misused;

   (i) The WSFx Smart Currency Card is lost or stolen;
   (ii) The WSFx Smart Currency Card is damaged or not working properly;
   (iii) The WSFx Smart Currency Card is retained by an ATM, by reporting it as a lost WSFx Smart Currency Card;
   (iv) The security of his PINs or passwords is compromised in any way.

o. If there is a delay by the Cardholder in giving the Bank the notifications as stated above, the Cardholder is responsible for the losses occurring as a result of the delay, and the transactions performed shall be treated as successful and the Travel Card Balance in the Card will be reduced accordingly.

p. The Cardholder must block the WSFx Smart Currency Card through the customer care center immediately if he believes that any of his WSFx Smart Currency Cards, Account details or PINs or password have been lost, stolen, compromised, or misused. The BANK upon adequate verification will permanently block the WSFx Smart Currency Card and will not be liable for any inconvenience caused to the Cardholder on this Account. The BANK will block / cancel the WSFx Smart Currency Card during working hours on a working day following the receipts of such intimation. The Cardholder will be liable for all the charges incurred on the WSFx Smart Currency Card until the WSFx Smart Currency Card is blocked.

q. A replacement WSFx Smart Currency Card may be issued by the BANK at such rate as may be prescribed by the BANK, provided that the Cardholder has complied with all the terms and conditions pertaining to the same. The Cardholder should receive the replacement WSFx Smart Currency Card and new PIN in a sealed pack. In case the Cardholder finds that the Card pack has been tampered with, the Cardholder shouldnot use it, and should immediately inform the customer care center or such other number as BANK may specify from time to time. Upon receipt of such intimation from the Cardholder, the BANK shall block the PIN and regenerate a new PIN.

r. After blocking of WSFx Smart Currency Card, the WSFx Smart Currency Card cannot be used by the Cardholder again, even if the Cardholder subsequently finds the same. After blocking the WSFx Smart Currency Card, no refund shall be allowed on the WSFx Smart Currency Card, however it is provided that upon replacement of the WSFx Smart Currency Card, the Cardholder may request the BANK to refund the balance on the WSFx Smart Currency Card subject to other provisions hereof.

s. In case of an unsigned WSFx Smart Currency Card, the Cardholder is liable for all charges incurred on it.

t. The Cardholder shall be liable for all losses, including any consequential losses suffered by third parties, resulting from acting fraudulently, either alone or together with any other persons. The Cardholder may be liable for some or all losses arising from any unauthorized access, whether occurring before or after notification, if the Cardholder have caused or contributed to such loss.

u. The Cardholder shall take cognizance of the fact that once a WSFx Smart Currency Card is reported lost, stolen or damaged and is subsequently found, the same shall be destroyed, adequate care should be taken to prevent its misuse, and it should be returned to the BANK.

v. The BANK shall under no circumstances be liable for any claims for losses or damages whatsoever whether direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the Cardholder or any other person.

w. The Cardholder is responsible for the security of the WSFx Smart Currency Card and shall take all steps towards ensuring the safe keeping thereof. In the event the BANK determines that the aforementioned steps are questionable, financial liability on the lost or stolen WSFx Smart Currency Card would rest with the Cardholder.

x. The BANK shall not be liable for non-availability of the funds credited to the WSFx Smart Currency Card due to restrictions on convertibility or transferability, requisitions, involuntary transfers acts of war or civil strife or other similar causes beyond the BANK's control, in which circumstance no other branch, subsidiary or affiliate of the BANK shall be responsible thereof.

4. FEES AND CHARGES

a. Without prejudice to the generality of the rights that the BANK has under the Contract Act, 1872 or any other statutory legislation, the Cardholder hereby acknowledges and understands that fees and/or charges in connection with the WSFx Smart Currency Card and the facilities would be levied from time to time. Details of the current applicable schedule of charges will be displayed on Website of the BANK/WSFx' s website.

URL: www.wsfx.in. Any government charges, or debts, or tax payable as a result of the use of the WSFx Smart Currency Card shall be Cardholder's responsibility.

b. The Cardholder authorizes the BANK to carry out Auto Wallet Transfer, and agrees to indemnify the BANK against any expenses that the BANK may incur in carrying out Auto Wallet Transfer

c. Amount due and payable by the Cardholder, if not paid separately, be recovered by the BANK from the balance available in the Travel Funds or to the debit of any other account with the BANK of the Cardholder if any.

5. LIMITATION ON USAGE OF THE WSFX SMART CURRENCY CARD

a. The BANK reserves the right to limit or reduce the amount of Travel Funds that may be used for effecting any Transaction through the use of the WSFx Smart Currency Card per day or over a specified period at any time.

b. ATMs or Merchant Establishments may also limit or restrict the number or value of Transactions that may be effected through use of the WSFx Smart Currency Card at any time. These limitations will vary for each ATM and Merchant Establishment. BANK shall not be responsible for either ascertaining or notifying the Cardholder as to such limits or restrictions and shall not be liable for any loss suffered by the Cardholder due to these restrictions and limitations.

c. The BANK shall not be responsible/liable for failure of any ATM to dispense cash or if the Cardholder is unable to withdraw cash for any reason whatsoever or if unable to avail the facility.

d. The BANK shall not be responsible/liable for failure, decline, rejection, voided, time-out, network failure, unauthorized use or cancellation of any the Transactions for any reason whatsoever or if unable to avail the facility.

e. When requested by the BANK or its authorized representatives, the Cardholder shall provide any information, records or certificates relating to any matters that the BANK deems necessary. The Cardholder shall allow or authorize the BANK to verify the veracity of the information furnished whatever means or from whichever sources deemed necessary. If the data is not provided or if it is incorrect, the BANK may atits discretion **suspend/block/cancel the WSFx Smart Currency Card**.

f. The WSFx Smart Currency Card is for electronic use only Any usage of the WSFx Smart Currency Card other than electronic use will be considered as unauthorized and the Cardholder will be solely responsible for such transactions.

g. Transactions are deemed authorized and completed and are binding on the Cardholder once the EDC terminal generates a charge slip. The amount of the transaction is debited from the primary account linkedto the WSFx Smart Currency Card immediately for every purchase.

h. The BANK will not accept responsibility for any dealings the Cardholder may have with the Merchant Establishment including but not limited to the supply of goods and services. Should the Cardholder have any complaints concerning the Merchant Establishment he should resolve it with the Merchant

Establishment, and failure to do so will not relieve him from any obligations to the BANK. However, the Cardholder should notify the BANK of this complaint immediately.

i. The BANK shall not be in any way responsible for quality of merchandise, warranty or services purchased or availed of by Cardholder from Merchant Establishments including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods from the order placed by the Cardholder. It must be distinctly understood that the WSFx Smart Currency Card is purely a facility to the Cardholder to purchase goods or avail of services and the BANK holds out no warranty or makes no representation about quality or delivery of the goods or services, and any dispute must be resolved by Cardholder with Merchant Establishment.

j. The BANK accepts no responsibility for any surcharge/any other charge/fees levied by any Merchant Establishment and debited to the WSFx Smart Currency Card.

k. Any charges or other payment requisition received from a Merchant Establishment by the BANK for payment shall be conclusive proof that the charge recorded on such requisition, was properly incurred at the Merchant Establishment in the amount and by the Cardholder referred to in that charge or other requisition, as the case may be, by the use of the WSFx Smart Currency Card except where the WSFx Smart Currency Card has been lost, stolen or fraudulently missed, the burden of proof for which shall be on the Cardholder.

l. In case, a Merchant wishes to cancel a completed Transaction due to an error or on account of merchandise return, the earlier sales receipt must be retained in his possession. Refunds of debits due to such transaction will be processed manually and the cancelled charge slip needs to be produced, if called for.

m. All refunds and adjustments due to any Merchant/device error or communication link will be processed manually and the account will be credited after due verification and in accordance with VISA rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honored only based on the available balance in the Account without considering this refund. The Cardholder also indemnifies the BANK from such acts of dishonoring the payment instructions.

n. The WSFx Smart Currency Card should not be used at the hotels during check-in for a pre-authorization and also at other locations where paying arrangements is done before completion of the purchase transaction or service.

o. The WSFx Smart Currency Card should not be used for any mail order/ phone order purchases and any such usage will be considered as unauthorized and the Cardholder will be solely responsible. The WSFx Smart Currency Card can be used to make online purchases from merchants. However, the additional security layer of second factor authentication (VISA verified by Visa) is not mandated in many countries and the Cardholder will be fully responsible for online purchases made from merchants in such countries without using VISA verified by Visa password.

p. In the event of an Account being overdrawn due to WSFx Smart Currency Card transactions, the BANK reserves the right to set off this amount against any credit lying in any of the Cardholder's other accounts. Nothing in these Terms and Conditions shall affect BANK's right of set-off transfer and application of monies within limits of prevalent laws

q. The BANK will debit the WSFx Smart Currency Card Account for the value of all purchases of goods or services, cash, fees, charges and payments effected by the use of the WSFx Smart Currency Cards. In the situation that the WSFx Smart Currency Card Account does not have sufficient funds to deduct such services charges, the BANK reserves the right to decline such transactions and the decision of the BANK shall be binding on the Cardholder.

r. The Cardholder agrees that the BANK's record of Transaction pertaining to his WSFx Smart Currency Card(s) is authentic and conclusive.

s. The Cardholder is advised to retain a record of Transactions generated by the ATM/EDC terminal at Merchant Establishment with him.

t. The Cardholder agrees not to attempt to withdraw/purchase using the WSFx Smart Currency Card unless sufficient funds are available in the account. The onus of ensuring adequate WSFx Smart Currency Card balance is entirely on Cardholder.

u. The WSFx Smart Currency Card(s) cannot be used at merchants or ATMs after the expiry date. If, after a period of six months after the expiry date of the Card, the BANK cannot locate the Cardholder using his last recorded address, the Travel Funds on the WSFx Smart Currency Card will be held by the BANK in accordance with applicable law and may be converted in other Supported Currency at the then applicable Conversion Rate.

v. The Cardholder can contact customer services or visit any of the WSFx' s branch to close the WSFx Smart Currency Card. The available balance can be returned to the Cardholder in INR at an exchange rate applicable on the closing date via cheque or electronic fund transfer after deducting all applicable fees and unsettled/outstanding/disputed transactions. The Cardholder must destroy WSFx Smart Currency Card upon Cardholder's request the INR wallet can only be loaded through refunds processed from foreign currency wallet. Any other mode of loading into INR wallet will not be permitted to the Cardholder, INR Wallet can be used only for POS, ATM and ECOM transactions only. Maximum Travel Card balance on INR wallet cannot exceed INR 100,000 at any given point of time (subject to change in applicable law/guidelines)

w. If the Cardholder transacts in a currency other than the currencies available in the account of the Cardholder, a conversion fee will apply. The details of the latest conversion fee are available in the schedule of charges section on the website.

x. Any statutory levy including duties or taxes payable as a result of the use of the WSFx Smart Currency Card shall be Cardholder's responsibility and if imposed on/recovered/sought to be recovered from the BANK (either directly or indirectly), such statutory levy shall be deducted from the available balance and/or recovered directly from the Cardholder and/or from any accounts maintained by the Cardholder with BANK.

y. In case of loss or theft or unauthorized usage of the WSFx Smart Currency Card, the Cardholder shall advise any of our branches/ contact Customer Care Centre, as promptly as possible in writing or over phone, of the loss of the WSFx Smart Currency Card, however occurring. The Cardholder shall however be responsible and liable for all transactions effected with respect of the Account until it is confiscated or cancelled by the BANK.

z. BANK at its own discretion can close the WSFx Smart Currency Card program as whole, resulting in cancelation/termination of the WSFx Smart Currency Card.

aa. For updated list of "**Schedule of Charges and Daily Withdrawal/Spending Limit**" on your WSFx Smart Currency Card, please refer to https://wsfx.in/smart-currency-card

6. TRAVEL FUNDS

a. The Cardholder may withdraw Travel Funds from ATMs up to such limit as may be determined by BANK and as may be in effect at any ATM from time to time, whether or not such limit is notified to the Cardholder.

b. Cash withdrawn at an ATM with the WSFx Smart Currency Card shall be in a currency as permitted by the entity which owns or operates such ATM.

c. If the Transaction is not made in the Supported Currency, VISA shall convert the Transaction in the Supported Currency using the VISA exchange rate. The exchange rate VISA uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate VISA itself receives), or the government-mandated rate relevant to the country of the unsupported currency being transacted, in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the Transaction occurred. Currency conversion fee on the Transaction amount (which rate may be revised from time to time) and any other charges/fee as may be specified will be changed. The currency conversion fee will be calculated on the transaction amount provided to the BANK by VISA. The same process and charges may apply if any Transaction is reversed. The converted amount, together with any additional processing charges, conversion fees or any other charges/fees, shall be debited by BANK from the WSFx Smart Currency Card immediately.

d. The WSFx Smart Currency Card enables the Cardholder to obtain or ascertain information as to the balance of Travel Funds stored in the WSFx Smart Currency Card at ATMs by visiting the BANK's website. Some ATM operators may also charge a separate fee for ATM balance enquiries, which will be deducted from the available balance in the account The WSFx Smart Currency Card can be used only if the account has a positive Available Balance. If the Cardholder makes or attempts to make any transactions that exceed the Available Balance in his Account, then he will be liable to the BANK for any negative balance plus any applicable fees, along with any costs incurred in recovering or attempting to recover the amount the Cardholder owes

e. No interest/compensation or any benefit/bonus is payable by the BANK to the Cardholder and the Travel Funds do not constitute to be a deposit with the BANK, nor do they entitle the Cardholder to any overdraft / credit facility from the BANK.

f. Notwithstanding anything contained herein, BANK may, at any time, without giving notice or reason, suspend or terminate all or any of services under the WSFx Smart Currency Card or their use by the Cardholder. All provisions of these Terms and Conditions which in order to give effect to their meaning will survive the suspension or termination of the services and/or the use of the services by the Cardholder. Notwithstanding such suspension or termination, the Cardholder shall continue to be bound by these Terms and Conditions to the extent they relate to any obligations or liabilities of the Cardholder that remain to be performed or discharged.

g. The period for which and the amount of Travel Funds the Cardholder may retain on the WSFx Smart Currency Card on his return to India is subject to limits and other conditions imposed by applicable law (Foreign Exchange Management Act, 1999), rules and regulations and the Cardholder shall comply with such limits and conditions at all times (including, without limitation, making the required declarations at the time of leaving and/or entering India).

7. RE-LOADING THE WSFX SMART CURRENCY CARD

a. The Cardholder may reload Travel Funds into the WSFx Smart Currency Card subject to the compliance with all applicable laws, rules and regulations in force from time to time as also providing all relevant details and paying the applicable fee as stated in Fees and Charges section above.

b. In the event the Cardholder wishes to reload the WSFx Smart Currency Card, BANK reserves the right to:
   i. Limit the amount of Travel Funds that can be reloaded onto the WSFx Smart Currency Card.
   ii. Limit the number of times funds can be reloaded onto the WSFx Smart Currency Card.
   iii. Decline a reload transaction, at its sole discretion.

c. If the Cardholder has received funds in excess of the Travel Funds, the Cardholder agrees to promptly repay the BANK any such funds upon such terms and conditions as BANK may specify.

d. The Cardholder hereby authorizes the Bank absolutely to reverse any excess fund erroneously credited in the Card Account, with or without notice to the Cardholder; and to debit amounts wrongly credited to the Card Account to the extent required to rectify any erroneous entries and/or wrong credits, that may have been inadvertently made by the Bank. For all practical purposes, such erroneous entries (credits) shall be construed/treated as human / system errors, thus, liable to be corrected/rectified.

   However, since the Bank is out of funds to the extent of such erroneous credit entry, the same shall be treated as temporary credit/overdraft facility, subject to Bank's Base Rate, granted to the Customer and the Bank shall be entitled to recover the same as per applicable laws. In case, the Cardholder fails to return the money forthwith or as and when called upon by the Bank, the Bank shall be entitled to report such delays/defaults to credit rating agencies including Credit Information Bureau (India) Limited.

e. For the purpose of reloading the WSFx Smart Currency Card, Cardholder shall be required to complete any prescribed documentation and provide certain information pertaining to the Cardholder or the WSFx Smart Currency Card, as may be required by BANK.

f. The WSFx Smart Currency Card shall be reloaded with value denominated in Supported Currency as requested by the Cardholder only. Amount of re-load shall be in strict compliance with the limits specified by the applicable laws, rules and regulations from time to time. The cardholder will be expressly responsible to adhere to such limits from time to time.

g. The Cardholder may also authorize his/her close relative to place request with BANK for future reloading on Cardholder's WSFx Smart Currency Card. In such cases close relative will have custody of WSFx Smart Currency Card reload request form along with the authorization letter. Latest list of close relatives can be referred from Section 2(77) of the Companies Act, 2013or any prevailing guidelines

8. PERSONAL IDENTIFICATION NUMBER

a. To enable the Cardholder to use the WSFx Smart Currency Card a PIN will be provided to the Cardholder by BANK in the Card welcome pack. In case of re-dispatch request of PIN, unless otherwise determined by BANK as to the mode of delivery of the PIN.

b. The BANK bears no liability for unauthorized use of the WSFx Smart Currency Card. It is the Cardholder's responsibility to ensure that the knowledge of the PIN does not fall into any other person's hands.

c. The security of the PIN is very important and breach of any of the above requirement shall amount to unauthorized use.

d. BANK is entitled at its absolute discretion to change or terminate the use of the PIN at any time without giving any reason and without any prior notice thereof.

e. The PIN may be used at any of the authorized ATM, and may be changed by the Cardholder by calling the customer care centre

f. The PIN (*whether as originally provided or subsequently changed)* by its usage together with the WSFx Smart Currency Card, or independently, and the transactions or instructions issued pursuant thereto, are deemed to be Transactions conducted, or instructions given, by the Cardholder. The Cardholder is liable for all WSFx Smart Currency Card Transactions effected by the use of the WSFx Smart Currency Card using the PIN, whether with or without his knowledge or authority.

9. COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

a. Utilization and/or possession of the WSFx Smart Currency Card by the Cardholder is required to be in accordance with the applicable laws (including the exchange control/ Foreign exchange management Act of India, 1999), rules, regulations and directions as issued by the Reserve BANK of India and/or other appropriate authority under any law in force from time to time in India and in the countries in which the WSFx Smart Currency Card is used by the Cardholder. Cardholder agrees that if any such regulatory breach found then BANK at its own discretion may block/cancel or terminate the Card.

b. Foreign Currency/(ies) in WSFx Smart Currency Card can be used only outside India, Nepal, Bhutan and however INR wallet in WSFx Smart Currency Card can only be used in India for domestic Ecommerce(ECOM), POS transactions and ATM Cash withdrawal transactions.

c. Card is not allowed to be used in UN Sanctioned countries, as per current ban following are the countries where Card will not be allowed to carry of use. e.g. Afghanistan, Central African Republic, Democratic Republic of the Congo, Democratic People's Republic of Korea, Guinea-Bissau, Iran, ISIL and Al-Qaida, Libya, Mali, Somalia, South Sudan, Sudan, Belarus, Burma, Yemen etc.

d. The Cardholder shall be solely responsible to the concerned authorities in event of any violation of the applicable laws, rules and regulations in force from time to time.

e. The BANK will not be liable for any direct, indirect or consequential loss or damage, arising from or related to the non-compliance by Cardholder with the applicable laws, rules and regulations in force from time to time.

f. The Cardholder hereby indemnifies and agrees to keep BANK (and its service providers and sub-contractor) indemnified against all actions, claims and costs, charges and expenses arising out of or as a consequence of the Cardholder not complying with the applicable laws, rules and regulations in force from time to time.

g. The BANK reserves the right to cancel the WSFx Smart Currency Card.

h. The BANK reserves the right to disclose the Cardholder information to any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies and any other wing of Central Government or State Government.

i. The Cardholder shall solely take responsibility to surrender any unutilized balances of value greater than $ 2,000 (or equivalent) on the Card within 180 days from completion of his/her travel as per the FEMA guidelines as amended from time to time.

j. The Cardholder agrees and shall solely takes responsibility that there can be scenarios when Card can get over-utilized, resulting in the BANK paying on behalf of the Cardholder, and the Card getting into a negative balance. The Cardholder agrees and takes responsibility to make good this negative Card balance to the BANK, as the BANK has paid this sum for the goods/services utilized by Cardholder. The Cardholder also accepts that the BANK reserves the right to regularize negative WSFx Smart Currency Card balance by debiting his/her any other BANK account or any other Prepaid Card held with the BANK without giving any prior notice. For all practical purposes, such over-utilized entries (credits) shall be construed/treated as human / system errors, thus, liable to be corrected/rectified.
   However, since the Bank is out of funds to the extent of such erroneous credit entry, the same shall be treated as temporary credit/overdraft facility, subject to Bank's Base Rate, granted to the Customer and the Bank shall be entitled to recover the same as per applicable laws. In case, the Cardholder fails to return the money forthwith or as and when called upon by the Bank, the Bank shall be entitled to report such delays/defaults to credit rating agencies including Credit Information Bureau (India) Limited

k. The Cardholder agrees and understands that the Alert facility offered by the BANK will enable Cardholder to receive customized Alert messages through the Short Messaging Service ("SMS") and/or Email over registered Indian mobile number or valid Email ID (as provided in the Application Form), with respect to events and transactions on Cardholder's WSFx Smart Currency Card. The Cardholder agrees that he/she has read and understood the Terms and Conditions relating to the Alerts service being offered by the BANK. Cardholder certifies that the details furnished in the Application Form are correct and gives their consent to receive such information under this Alert Facility. Cardholder shall advise the BANK immediately in the agreed manner as acceptable to the BANK, in case of any change in any of the above details & information given in this Application Form. BANK may withdraw such alert facility at any time as it may deem fit.

l. The Cardholder agrees and understands that if there has been any positive match found for the Cardholder's details or any transactions in BANK/RBI or any other statutory body's prudent list, then BANK hold the right to block/cancel or terminate the Card at any point of time. This is also applicable if any validation fails for Cardholder provided details against NSDL etc.

10. INSURANCE:

The Cardholders shall be provided the benefit of insurance coverage against Skimming & Lost Card Liability (collectively referred to as "insurance cover") free of cost along with the WSFx Smart Currency Card. The insurance cover shall lapse upon expiration or cancellation of the Card by the Cardholder or BANK, as the case may be. Such insurance cover shall be subjected to the terms and conditions hosted on WSFx' s website i.e. https://wsfx.in/smart-currency-card

The customer is automatically enrolled for the policy on purchase of the card. The claim will be applicable only if on the incident date, if there have been at least 1 Point of Sale or 1 ATM transaction (Financial or Non-financial) by the cardholder in the last 6 months.
Exclusions: All Covers are subject to exclusion of loss/damage/liability due to terrorist activity.

11. EXCLUSION FROM LIABILITY

a. Without prejudice to the foregoing, the BANK shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

i. Any defect in goods or services supplied.
ii. The refusal of any person to honour or accept the WSFx Smart Currency Card.
iii. Any statement made by any person requesting the return of the WSFx Smart Currency Card or any act performed by any other person in conjunction.
iv. The exercise by the BANK of its right to demand and procure the surrender of the WSFx Smart Currency Card prior to the expiry date exposed on its face whether such demand and surrender made and/or procured by the BANK or any person or computer terminal.
v. The exercise by the BANK of its right to terminate any WSFx Smart Currency Card.
vi. Any injury to the credit character and/or reputation of the Cardholder alleged to have been caused by the re-possession of the WSFx Smart Currency Card and/or any request for its return or the refusal of any Merchant Establishment to honour or accept the WSFx Smart Currency Card.
vii. Any mis-statement, mis-representation, error or omission in any details disclosed to the BANK.
viii. Decline of transaction due to any reason at a Merchant location ATM.
ix. Decline of a transaction because of excess foreign exchange entitlements as prescribed by RBI guidelines issued from time to time, or the BANK becoming aware of the Cardholder exceeding his entitlements
x. Refusal by a VISA member to allow a cash withdrawal at their ATMs

b. The BANK accepts no responsibility and will not be liable for any loss or damage for any service failures or disruptions (including but not limited to loss of data) attributable to a system or equipment failure or due to reliance by the BANK on third party, products or interdependencies including but not limited to electricity or telecommunication.

c. The BANK accepts no liability or responsibility for the consequences arising out of the interruption of its business by Acts of God, riots, civil commotions, insurrections wars or any other causes beyond its control, or by any strikes or lockouts.

d. The BANK shall not be responsible/liable for failure of any ATM to dispense cash or if the cardholder is unable to withdraw cash for any reason whatsoever or if unable to avail the facility.

e. The BANK shall not be responsible for any loss or damage caused to the Cardholder by (i) reason of any failure to comply with the Cardholder's instructions, when such failure is caused due to reason beyond the control of the BANK, the opinion of the BANK being final in this regard. (ii) the BANK acting reasonably in accordance with Cardholder's instructions.

f. By applying for and availing the WSFx Smart Currency Card facility, the Cardholder grants express authority to the BANK or carrying out the Transactions performed by use of the WSFx Smart Currency Card.The BANK shall have no obligation to verify the authenticity of a Transaction made other than by means ofthe PIN.

g. The BANK shall under no circumstances be liable for any claims for losses or damages whatsoever whether direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the Cardholder or any other person.

12. INDEMNITY

The Cardholder agrees to and shall indemnify and hold the BANK and each of the employee agents, consultants, contractors, content providers or representatives of the BANK harmless against all actions, claims, liabilities, demands, proceedings, losses, damages, costs, charges and expenses including reasonable attorney's fees and court/adjudicating body costs whatsoever, which the BANK may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of:

(i) breach of the Cardholder's representations and warranties; or
(ii) the improper use of the WSFx Smart Currency Card by the Cardholder or any other person with/without the consent of the Cardholder; or
(iii) the breach by Cardholder or any other person with/without the consent of the Cardholder of any of the provisions of these Terms or any other agreement with the BANK by the Cardholder or any applicable laws/rules/regulations; or,
(iv) fraud or dishonesty relating to any transaction by the Cardholder or his employees/agents; or
(v) by reason of the BANK in good faith taking or refusing to take or omitting to take action on any instruction given by the Cardholder due to acts or omissions of the Cardholder, including but not limiting to : (a) Failure to intimate/inform the BANK when he/it suspects or knows that his/its passwords are known to third parties or when third parties use his/its passwords for carrying out unauthorized or illegal transactions; (b) Failure to keep confidential and secure the PIN from third parties; (c) Failure to inform the BANK regarding any changes in his/its personal information; (d) Failure to comply with the applicable law/rules/regulations; (e) Failure to comply with the usage guidelines issued by the BANK in respect of the WSFx Smart Currency Card as may be applicable at the relevant time; (f) Failure to comply with these Terms and Conditions.
(vi) misplacement by the courier or loss-in-transit of the WSFx Smart Currency Card and/ or PIN

13. CHANGES TO THESE TERMS AND CONDITIONS

The BANK reserves the right to modify these Terms and Conditions mentioned herein from time to time. Without being bound to do so, the BANK may endeavor to provide you with notice of any such amendment. You would be required to keep yourself updated with the changes in the Terms and Conditions applicable to facility. Your continued use of the WSFx Smart Currency Card/ facility after any amendment of the Terms and Conditions mentioned herein shall constitute an acceptance of all such amendments and you will be bound by such amended terms and conditions. The BANK will not be liable to provide you any notice of any amendments to the terms mentioned herein, electronically or otherwise and it is your sole responsibility to be updated of any such amendments. You can review the most current version of this terms and conditionsat any time by clicking Terms & Conditions on the login page of the YES BANK Limited website. The BANK reserve the right to change or discontinue, temporarily or permanently, the facility at any time without notice. In order to maintain the security and integrity of the facility, the BANK may also suspend your accessto the service at any time without notice. You agree that BANK will not be liable to or any third party for any modification or discontinuance of the facility.

14. NOTICES

The Cardholder understands and acknowledges that notices in respect of the Account, the in connection with the Account may be given by the BANK either through email, post or fax, or posting a letter to the Cardholder's address or through any other mode. The BANK may also give any notice by posting the notice on their website and the same will be deemed to have been received by the Cardholder upon its publication on the website. The BANK may also publish notices of general nature, which are applicable to all customers in a newspaper. Such notices will have the same effect as a notice served individually to each Cardholder. Notice and instructions shall be deemed to be served in due course of post or upon receipt in the case of hand delivery, cable, telex or facsimile. Any notice/communication sent by the Cardholder to the BANK shall consider as delivered only upon receipt of the same by the BANK.

15. GOVERNING LAW AND JURISDICTION

a. Any legal questions concerning these Terms and Conditions, the agreement between the BANK and the Cardholder (which is governed by these Terms and Conditions) will be decided under the laws of India and the Cardholder agree to submit to the exclusive jurisdiction of the courts located in Mumbai , India as regards to any claims or matters arising under these Terms and Conditions and the mere fact that the WSFx Smart Currency Card can be used by a customer in a country outside India will not alter this jurisdiction.

b. The Cardholder acknowledges and accepts that all transaction disputes will be governed by VISA dispute management rules. In case the Cardholder raises a Transaction, dispute which is not admissible/representable as per VISA rules, the Cardholder shall be solely liable for the same without any liability to the BANK.

16. CONTACT US FOR QUERIES OR COMPLAINS AND GRIEVANCE REDRESSAL

In case of any complaints/queries in connection with the WSFx Smart Currency Card, the Cardholder may contact us through the Customer Care Centre, or WSFx' s branches.

17. OTHER TERMS AND CONDITIONS

a. In case the Cardholder has any dispute in respect of any charge indicated in the statement provided by the BANK, the Cardholder shall advice details to the BANK within 30 days of the statement date failing which, it will be construed that all charges are acceptable and are in order. The BANK at its sole discretion may not accept any disputes on charges older than 30 days. A charge slips of the Transaction together with the WSFx Smart Currency Card number noted thereon shall be conclusive evidence between BANK and the Cardholder as required to ensure that the Cardholder has duly receive the goods purchased /to be purchased or has duly received the service availed or to be availed to the Cardholder's satisfaction.

b. The BANK shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with applicable charge indicated in the statement within two months of receipt of the notice of disagreement. If after such effort, the BANK determines that the charge indicated is correct then it shall communicate the same to the Cardholder along with details including a copy of the charge slip or payment requisition.

c. The Cardholder should retain all vouchers and transaction records received from merchants and electronic equipment. Payment to the Merchant can't be stopped after the transaction has been completed. The Merchant must issue a valid refund voucher to make a refund to you. The BANK can credit Cardholder's account with the refund when it receives the voucher from the Merchant's BANK. In case of a transaction dispute, the Cardholder should always first communicate directly with the Merchant to resolve the dispute. If it cannot be resolved, the Cardholder may contact the BANK to report it within 30 days of the transactiondate in question. Proof of the purchase transaction and a written summary of relevant information along with the dispute form must be submitted by the Cardholder to enable the BANK to investigate the transaction which may take up to 60 days (except for unusual circumstances where it can take more time) from the time the BANK receives all the necessary information. The BANK will correct the error if it is our fault. If on reasonable grounds the BANK decides it is not our fault, we will notify you in writing as soon as this decision is made.

d. Refunds or reversals, whether directly from a Merchant or in the form of a disputed Transaction that was transacted in a Supported Currency, will be returned in that Supported Currency in the same amount and credited to that Currency Wallet in Cardholder's account. If at the time of refund or reversal, Cardholder no longer has the applicable Currency Wallet and has the maximum number of Currency Wallets; an equivalent amount will be returned using the Conversion Rate as at the time of refund or reversal. Refunds or reversals of an amount that was transacted in an unsupported currency will be converted at the applicable VISA Conversion Rate and returned to the Cardholder. Amounts returned for unsupported currencies and currency conversion fees may differ from the amount deducted from Cardholder's available funds at the time of the original transaction due to exchange rate fluctuations.

e. The BANK reserves the right to terminate/block/decline the usage of the WSFx Smart Currency Card/access to the Available Balance, temporarily or permanently, upon the occurrence of any of the following events: (i) failure to adhere to or comply with Terms and Conditions herein; (ii) the Cardholder becoming subject to any bankruptcy, insolvency proceeding or proceedings or proceedings of a similar rapture; (iv) demise of the Cardholder,(v) when it becomes necessary to determine whether any person is rightfully entitled to use the WSFx Smart Currency Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

f. The Cardholder acknowledges that the information on his/her usage of the WSFx Smart Currency Card facilities is exchanged amongst financial institutions that provide such facilities. Acceptance of an application for a WSFx Smart Currency Card is based on no adverse reports of the Cardholder's credit worthiness. The

BANK may report to other financial institutions any delinquencies on the WSFx Smart Currency Card or withdrawal of the Cardholder's WSFx Smart Currency Card facility. On receipt of adverse reports (relating to credit worthiness of the Cardholder or his/ her family members), the BANK may cancel the WSFx Smart Currency Card, whereupon the entire outstanding balance in connection with the WSFx Smart Currency Card as well as any further charges incurred by use of the WSFx Smart Currency Card, though not yet billed to the WSFx Smart Currency Card, shall be immediately payable by the Cardholder. The BANK shall not be obliged to disclose to the Cardholder the name of the financial institution, from where it received or to which it disclosed information

g. The Cardholder may discontinue this facility any time by getting the WSFx Smart Currency Card blocked. The BANK shall be entitled to discontinue the product at any time by cancelling the WSFx Smart Currency Card by giving 30 days of notice to the Cardholder. The BANK may also restrict, terminate or suspend the use of the WSFx Smart Currency Card at any time without prior notice if it reasonably believes it to be necessary for the business or security reasons.

h. The Cardholder acknowledges that the BANK may assign, transfer or convey any or all its right and obligations in respect of the WSFx Smart Currency Card to any third person as it may deem fit in its sole discretion without obtaining concurrence of the Cardholder.

i. Each of the provisions of these Terms and Conditions is severable and distinct from the others and if at any time, one or more of such provisions is or becomes illegal or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way. No act, delay or omission by the BANK shall affect its rights, powers and remedies under these Terms and Conditions or other further exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of other rights and remedies provided by law.

18. MISCELLANEOUS

The Cardholder is hereby informed that our BANK is covered under the banking Ombudsman Scheme, 2006 of the Reserve BANK of India. Under this scheme, any grievance against the BANK, if not addressed within 30 days can be addressed to the banking Ombudsman of the concerned city. Please follow the below link for contact details: https://www.rbi.org.in/Scripts/bs_viewcontent.aspx?Id=164

19. PROHIBITION TERM

WSFx Smart Currency Card cannot be used on Internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes payment for callback services, remittance in any form towards overseas forex trading, margin calls to overseas exchanges/overseas counter party, trading in foreign exchange in domestic/overseas markets etc.

20. RELOAD/MERCHANT CREDIT OR REVERSALS ON WSFX SMART CURRENCY CARDS WITH NEGATIVE BALANCE

Any reload/Merchant credit or reversals on a WSFx Smart Currency Card/ wallet with negative balance will be adjusted against the existing negative balance available on the WSFx Smart Currency Card/wallet. For any queries regarding the negative balance, the Cardholder will contact BANK's Customer Care. For instance: If the balance is -500 units and a reload is performed for 400 units, the resultant balance will be -100 units.

21. PASSPORT VALIDITY DECLARATION

The onus for ensuring that the date of return of the cardholder to India falls chronologically before the expiry date of the passport held by the cardholder lies completely on the cardholder. BANK will not be held liable if this condition is not fulfilled by the cardholder.

22. CHARGES & LIMITS ON WSFX SMART CURRENCY CARD:

For updated list of "**Schedule of Charges and Daily Withdrawal/Spending Limit**" on your WSFx Smart Currency Card, please refer WSFx' s website i.e. https://wsfx.in/smart-currency-card

Please note:

1. All fees and charges mentioned thereof are exclusive of taxes. In case on insufficient balance on particular wallet, fee along with taxes will be debited from the highest order wallet with sufficient balance.
2. Daily limits set on your WSFx Smart Currency Card is the higher limit, however foreign ATMs may have their own per transaction limit depending upon their service providing bank or regulatory authorities. You are requested to check the same in the ATM premise before usage. In such cases, the lower limits will apply.
3. Additional fees for ATM transactions may be levied by the bank owning the overseas ATM used for transaction.
4. Currency Conversion GST will be applicable on all load, reload and refund at the time of currency conversion from INR currency to foreign currency and vice versa.
5. The charges are subject to change at Bank's discretion.

23. DYNAMIC CURRENCY CONVERSION:

a. During foreign trip, merchants or overseas BANK may prompt you the option for paying your transaction in your home country's local currency or home currency. This is called DCC (Dynamic Currency Conversion) or MCC (Multiple Currency Conversion).

b. In certain countries, the overseas BANKs may choose to activate the feature of "Dynamic Currency Conversion" on their ATMs and POS Machine network. As per this facility, the ATM/POS machine identifies your WSFx Smart Currency Card as a Card issued from a foreign country and prompts the customer to transact in their "home currency" (in case of Indians, mostly this would be Indian Rupees (INR) or standard currency United States Dollar (USD)).

c. If a Cardholder selects the "home currency / INR" option, the same transaction will attract additional Cross Currency Conversion Fee.

d. BANK hereby advise you to note that as your WSFx Smart Currency Card is loaded with the respective foreign currency to avoid any additional cost, Cardholder must avoid selecting any option that prompts for a change in usage/transaction currency (especially in INR) to avoid any adverse exchange rate.

e. Please also note that the "Dynamic Currency Conversion" feature may appear with differing terminology on the Charge slip, Sales - receipt or ATM screen depending on the overseas BANK.

f. YES BANK will not be responsible for any "Dynamic Currency Conversion" related charges and will not be able to refund any such charges in case they are levied on account of wrong usage of the WSFx Smart Currency Card.

<u>"TERMS AND CONDITIONS" FOR MODIFICATION OF TRANSACTION & PREFERENCES CHANGE ON THE WSFx SMART CURRENCY CARD</u>

a) This facility will be a part of the existing WSFx Smart Currency Cardholder Terms and Conditions.

b) The setup done by the Cardholder or basis his request through Customer Care/Co-brand Partner support will be instant and any subsequent transaction will be declined until customer manually updates the switch on/off setting on online channels or requests the same through Customer Care/Co-brand Partner support. Similarly, if the customer switches off the functionality the set-up will be instant and any subsequent transactions will be approved (if meets all other criteria's).

c) Users can also set daily limits on their Travel Card to control daily spends. Update of the limits will be instant. Daily limits will be applicable every day from 12.00 A.M to 11:59 PM IST.

d) The above facility of enabling/disabling Preferences for ATM/ POS/ ECOM/ COTACTLESS/INTERNATIONAL & Modification of Daily limit on preferred transaction ATM/ECOM/POS, shall:

- Impact all overseas transactions (and domestic if INR wallet facility applicable) done on the card, including but not limited to Payment Gateway(PG) transactions through online shopping, in-store POS transactions at merchant stores and cash withdrawals from ATM.
- Not have any impact on bank-initiated transactions including but not limited to card charges, fees, etc.
- Allow users to set their limits in INR within the maximum limit set on their Card wallet by the Bank across PG, Point Of Sale(POS) and ATM transactions. These limits are common across all available wallets. The functionality allows customers to set sub limit for POS, PG and ATM transactions.
- The equivalent USD value displayed by the system automatically upon setting of limits in INR is basis the Forex rate applicable for the Cardholder. It may vary depending upon the Forex rate applicable.
- For currency wallets on the Travel Card other than USD, the system auto-display of equivalent USD value (upon setting of limits in INR) is just for reference for the Cardholder to arrive at the other currency wallet limit applicable. It is indicative and actual available wallet limit may vary depending upon the respective currency Forex rate applicable.

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e) International transactions will be allowed on customer's account only if PAN is updated on the account and customer has provided consent to enable international transactions. If these conditions are not met, international transactions will not be allowed on your Travel card, even when international transaction is enabled.

f) International transactions are defined as online or in-store (physical) transactions processed at overseas merchants.

g) Domestic transactions are defined as online or in-store (physical) transactions processed on domestic merchants.

h) In case of card reissuance/ renewal / replacement, the settings from original card will be transferred as is to the new card.

i) In event of downtime (technical/systems) the transactions might go through on the cards because of the Stand-in processing arrangement with cards network like VISA to minimize the customer impact. Customer will be responsible for informing bank on any such transactions reflecting on his/her account. The timelines for reporting is as per the WSFx Smart Currency Cardholder Terms and Conditions.

j) Standing instructions maintained with other merchants will not be allowed on the card if online/international transaction is disabled or it's limit set/modified on the card is less than the value to be paid to the merchant. For blocking such transactions customer has to approach merchant for cancellation of the standing instructions.

k) YES BANK or WSFx will not be responsible in any way if the cards are temporarily blocked due to sharing/compromise of account credentials with third parties by customer. Additionally, YES BANK or WSFx will not be responsible for any transactions approved post unblocking due to sharing/compromise of the account credentials with third parties by customer.

l) If Customer's credentials are compromised at any time, the Customer must forthwith notify YES BANK and WSFx and furnish a police report and/or any other information or documents as YES BANK may reasonably require in this regard. Customer unconditionally agrees to cooperate with YES BANK in any investigation and use any fraud prevention or other related measures that is suggested in this regard. Customer acknowledges & accepts full liability of all unauthorized transactions which are effected prior to notifying YES BANK as above.

m) Customer acknowledges and agrees that from time to time, the Preference & Modify transaction facility may be delayed, interrupted or disrupted for an unknown period of time for reasons beyond control of YES BANK.

MOST IMPORTANT "TERMS AND CONDITIONS" FOR WSFx Smart Currency Card's INR wallet

1. **DEFINITIONS:**

PREPAID INSTRUMENT (PPIs): PPIs (Card/wallet) are payment instruments that facilitate purchase of goods and services, including financial services, remittance facilities etc. against the value stored on such instruments.

KNOW YOUR CUSTOMER (KYC): The guidelines adopted by the BANK to identity the customer and verify the identity of the customer.

PERSONAL IDENTIFICATION NUMBER (PIN): PIN is a numeric password which is part of the kit handed over to customer by the BANK while issuing the PPI.

HOLDER: Individuals/Organizations who obtain/purchase PPIs from BANK and use the same for purchase of goods and services, including financial services, remittance facilities etc. against the value stored on such instruments.

2. **OBLIGATION OF THE PREPAID CUSTOMER WHO PURCHASES PREPAID INSTRUMENT FROM THE BANK:**

a. Prepaid Instrument (PPI) shall be issued to a Customer at the sole discretion of the BANK post complying with "Know Your Customer" guidelines.
b. The BANK shall levy fees for issuance/usage of the Prepaid Instrument as per Schedule of Chargesdisplayed on BANK/Partner website and available on website "Terms & Conditions".
c. The BANK shall issue a PIN to Customer for operating the PPI. The Customer shall take reasonable precaution to prevent misuse of the PIN. The Customer shall be solely responsible for any consequences arising directly or indirectly out of the disclosure of the PIN and/or unauthorized use of PPI as a result of any misuse for want of reasonable care and precaution. The Customer disclaims liability of the BANK for any unauthorized use of Prepaid Instrument and for any loss or damage incurred directly or indirectly as a result of such misuse.
d. The Customer shall be responsible for safe custody of the Prepaid Instrument. In case of loss or theft of the Prepaid Instrument or misuse of the Instrument, the Customer shall immediately inform any of the branches /contact center of BANK. Customer shall be responsible and liable for all unauthorized transactions till the customer reports the unauthorized transaction to the BANK. A new Instrument shall be issued to the Customer, in lieu of lost/stolen PPI upon request in writing and payment of applicable fee as per the Schedule of Charges.
e. The records of transactions maintained by the BANK shall be conclusive and binding for all purpose.
f. The BANK shall not pay any interest on the balance outstanding in the Prepaid Instrument at any point in time.
g. The BANK will intimate the Customer through a SMS on the regd. mobile number, 45 days prior to expiry of validity period of the PPI. Customer needs to utilize the balance amount prior to expiry of the instrument. In case Customer does not utilize the balance amount within the validity period, the Customer can approach the BANK for refund/transfer of outstanding balance. In case the Customer does not approach the BANK within a specified period as prescribed by regulator, the outstanding balance will be transferred to a fund in compliance with the regulatory guidelines.
h. Any claim for compensation made by the customer shall be settled purely as per the provisions of the Compensation Policy of the BANK.
i. All card holders will be covered under Customer liability policy of YES BANK. For more details on customer liability policy please refer to Bank's website at www.yesbank.in

3. **CONFIDENTIALITY**: The Customer hereto shall keep strictly confidential all information including but not limited to that which may be disclosed or confided to it by the other in the course of the performance of the obligations under this '"Terms and Conditions"'. Neither the Customer nor YES BANK shall disclose the same to any third party without prior approval of the other party. This clause shall survive the termination of PPI issued by YES BANK. The following are the exceptions to this clause:

   a. information already in public domain;
   b. such information as is required to be disclosed by the disclosing party under any laws, rules or regulations or pursuant to the order or direction, of any Court, authority, tribunal or forum.

4. **CHANGE IN INFORMATION:** The Customer shall also inform YES BANK/Partner of any change in the Customers mailing address. Further, the Customer shall also inform YES BANK about any change in the details such as name, telephone number, or mobile number.
5. **PROHIBITION AGAINST ASSIGNMENT:** The functions, rights or obligations under these '"Terms and Conditions"' shall not be assigned or delegated to any party or person by the Customer without the express prior written consent of YES BANK. Any purported assignment or delegation in contravention of the terms of the '"Terms and Conditions"' shall be null and void.

6. **SUSPENSION OR TERMINATION OR CANCELLATION OR DISCONTINUANCE OF THE PPI:** YES BANK may, if it is satisfied that it is necessary so to do, at any time and on such conditions as it thinks fit, suspend or deny or terminate the PPI under the following circumstances:
   (i) In the event of the Customer being declared insolvent or in the event YES BANK receives any notice/intimation about the death of the Customer;
   (ii) In the event of the Customer committing breach of any of the terms, conditions, stipulations or its obligations under these '"Terms and Conditions"'
   (iii) In the event of any restriction imposed on the Customer by an order issued by any regulatory authority or a Court in India or any investigating agency.

7. **INDEMNITY:** The Customer shall indemnify and keep YES BANK, its directors, officers, employees and agents indemnified of, from and against any cost, expenses, charges, which YES BANK is required to incur or has incurred to defend any such claim, suit, demand, prosecution, proceedings, due to any act of omission or commission, fraud, negligence or default on the part of the Customer as a holder of the PPI.

8. **FORCE MAJEURE:** Notwithstanding anything contained herein, YES BANK shall not be liable to the Customer for any harm, loss, damage or injury caused due to causes beyond its control such as tide, storm, cyclone, flood, lightning, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, labour action or unrest including strike, lock-out or boycott, interruption or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage, hacking, unanticipated technological or natural interference or intrusion, loss or damage to satellites, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other irresistible force or compulsion.

9. **SERVICE OF NOTICE:** Any notice or communication required to be given under this '"Terms and Conditions" shall not be binding unless the same is in writing and shall have been served by hand delivery against acknowledgement or by registered post at the Registered Office address of YES BANK Limited (in case a notice is to be served to YES BANK) and to address recorded with YES BANK in case notice is to be served to the Customer.

10. **GRIEVANCE REDRESSAL:** Any complaint, dispute, grievance would be addressed to YES BANK in accordance with the BANKs Grievance Redressal policy.
    - In case resolution provided does not meet your expectations, user can approach Grievance Redressal Officer at head.grievanceredressal@yesbank.in. If resolution provided by Grievance Redressal Officer is not satisfactory user can approach Principal Nodal Officer at principal.nodalofficer@yesbank.in For more details on Grievance Redressal policy, please refer to YES BANK website - https://www.yesbank.in/pdf/grievanceredressal_pdf
    - The User is hereby informed that YES BANK is covered under the Banking Ombudsman Scheme, 2006 of the Reserve Bank of India. Under this scheme, any grievance against the Bank, if not addressed within 30 days can be addressed to the Banking Ombudsman of the concerned city. Please follow the below link for contact details: https://www.rbi.org.in/Scripts/bs_viewcontent.aspx?Id=164

11. **GOVERNING LANGUAGE:** All deeds, documents and writings that may be executed and all correspondence that may be exchanged between the Customer and YES BANK hereto in relation to the subject matter of this '"Terms and Conditions"' shall be in English language, which shall be the governing language between the Customer and YES BANK hereto.

12. **GOVERNING LAW AND JURISDICTION:** The use of PPI by the Customer shall be governed in all respects by the laws in force in India. The Customer agrees to submit to the exclusive jurisdiction of the courts in Mumbai. These '"Terms and Conditions"' shall be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by YES BANK and rules, regulations, bye Laws, Operating Instructions and circulars/communiqués/notices issued by the regulator.

13. **CHANGE OF "TERMS AND CONDITIONS":** YES BANK reserves the right, in its sole and absolute discretion to amend, delete, modify, vary, or supplement any of the "Terms and Conditions" at any time and will endeavor to give prior notice of seven days for such changes.

14. **CONTACT CENTRE DETAILS**: In case of any queries, please call Customer Care No. 080-45651100. You can also write to wsfxsmartcard@yesbank.in. Details can be found on https://www.yesbank.in/yesfaq >> Digital Banking >> Cards & Wallets >> Co-Brand Forex Cards

15. Please refer exhaustive "Terms and Conditions" displayed on website of YES BANK for the latest comprehensive applicable "Terms and Conditions". The customer shall be deemed to have read and understood the exhaustive "Terms and Conditions" while dealing with YES BANK.