

Revised Terms and Conditions for American Express® Kingfisher First Credit Card w.e.f. January 1, 2012

IMPORTANT: Before you use the enclosed American Express Kingfisher First Credit Card, please read these Terms and Conditions carefully and thoroughly. If you keep or use the American Express Kingfisher First Credit Card, you will be deemed to have unconditionally agreed to these Terms and Conditions and they will govern your use of the American Express Kingfisher First Credit Card. If you do not wish to accept these Terms and Conditions, please cut the American Express Kingfisher First Credit Card in half and return the pieces to us immediately.

1. DEFINITIONS:

In these Terms and Conditions, the following words shall have the respective meanings set out hereunder unless the context otherwise requires:

“Account” means any American Express Kingfisher First Credit Card Account maintained by us under these Terms and Conditions.

“Available Credit Limit” means the credit limit allocated by American Express less previous balances less all new charges.

“Basic Credit Cardmember” means the individual in whose name the Account is maintained.

“Cash Advances” means any cash advance obtained by use of a Credit Card, PIN or otherwise authorised by you for debit to the Account.

“Charge” means a transaction made or charged with the Credit Card, whether or not a Record of Charge form is signed, and also includes Cash Advances, Express Cash transactions, Drafts made from the account, Balance Transfers and fees thereon, interest, taxes as may be applicable and all other amounts you have agreed to pay us or have agreed to be liable for under these Terms and Conditions.

“Credit Card” means any Basic Credit Card and the Supplementary Credit Card issued by American Express billed in Indian Rupees which bears the name and/or has the trademark, or logo or service mark, or the name of American Express on the face of it.

“Credit Limit” means the maximum debit balance permitted on the Account notified by us to you as varied from time to time.

“Establishment” means any Corporation, firm, Company, business, organization, Public Sector undertaking, Government, semi Government body or person that accepts or is willing to accept the Credit Card as a payment instrument either for purchase of goods or services.

“Partner” means Kingfisher Airlines Limited as may be applicable to the circumstances and context of these Terms and Conditions.

“Payment Due Date” means the date specified in the statement of account by which date the Cardmember is required to make payment of the outstanding in full or in part or at least the minimum amount due.

“PIN” means the personal identification number given by us or chosen by you for use with the Credit Card.

“Supplementary Credit Cardmember” means an individual other than the Basic Credit Cardmember to whom a Credit Card is issued at the request of the Basic Cardmember and the individual whose Charges are chargeable to the Basic Credit Cardmember’s Account.

“Terms and Conditions” means the Terms and Conditions set out herein and by which the use of the Credit Cards shall be governed and shall include all modifications and supplementals thereto from time to time.

“We”, “our”, “us”, “Amex” and “American Express” mean American Express entity which has issued the American Express Kingfisher First Credit Card. **“You” and “your”** means the Basic Credit Cardmember or where appropriate the Supplementary Credit Cardmember.

The headings in these Terms and Conditions are for convenience only and shall not affect the interpretation of the provisions in these Terms and Conditions. Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and vice versa and references to natural persons shall include bodies corporate.

2. USE OF THE CREDIT CARD

2.1 Statutory Compliance

The Credit Card issued to you can be used in India and overseas. You agree and undertake that the American Express Kingfisher First Credit Card issued to you, if used overseas shall be utilized strictly in accordance with the relevant exchange control regulations, issued and as amended by the Reserve Bank of India (“RBI”) from time to time. You also agree that in the event you exceed your Foreign Exchange entitlements as per the exchange control guidelines of the RBI, you undertake to bring the same immediately to our notice in writing. And in the event of any failure to comply with the prevailing exchange control guidelines issued by RBI, you shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended, and be debarred from the Credit Card facility either at our instance or by the RBI.

The Globally valid Credit Card issued to you is valid for payments in Nepal and Bhutan only in Indian Rupees. You agree to comply and if you are the Basic Credit Cardmember, to procure the compliance of all Supplementary Cardmembers with the exchange control regulations and other applicable laws from time to time in force, which may be affected by use of the Credit Card. Without prejudice to the foregoing, any payment of such Charges by us will be with full recourse to you and you will not be absolved from liability to make such payment and you will indemnify us in respect of any loss, claim or expense incurred by us as a result of your non compliance with any such regulations.

2.2 Manner of use

YOU MUST:

- (a) sign the Credit Card issued to you in ink as soon as you receive it and before you use it;
- (b) keep the Credit Card number and any PIN secret and both separate from each other;
- (c) only use the Credit Card within the validity dates shown on its face;

- (d) not give the Credit Card or your Account number to others or allow them to use it for Charges, identification or any other purpose. If you do so, you will be liable for all Charges incurred on the Credit Card as a result;
- (e) not use the Credit Card to purchase anything to resell for commercial or business purpose;
- (f) not return any goods, tickets or services obtained with the Credit Card for a cash refund, but you may return them to an establishment for credit to your Account, if that establishment agrees or is obliged to do so;
- (g) not obtain credit to your Account for any reason other than as a refund for goods or services previously purchased with the Credit Card;
- (h) pay us in full for any mail order/Telephone/Fax or Internet order purchases that you may incur on the Card in which case there will be no signed Charge slips available;
- (i) not use the Credit Card if a petition for your bankruptcy has been filed unless the petition is withdrawn or if you do not honestly expect to be able to make the minimum required repayment in full on receipt of your monthly statement.

3. LIABILITY

- 3.1 If you are the Basic Credit Cardmember, you are liable to us for all Charges on the Basic Credit Card and any and all Supplementary Credit Cards issued at your request; and you agree that all of these Credit Cards will be used in a manner consistent with these Terms and Conditions.
- 3.2 If you are a Supplementary Credit Cardmember, you agree to use each Supplementary Credit Card bearing your name in a manner consistent with these Terms and Conditions and you will be jointly and severally liable with the Basic Credit Cardmember for all Charges made in connection with the Supplementary Credit Card.
- 3.3 All communications sent or given to the Basic Credit Cardmember or the Supplementary Credit Cardmember shall be deemed to have been sent or given to both.

4. CREDIT LIMIT

- 4.1 The Card Carrier enclosing the Credit Card will show the initial Credit Limit applicable to your Account. We will determine your Credit Limit and notify you from time to time. Your Credit Limit will also be shown on your monthly statement together with the amount of available credit at the statement closing date. You must not exceed the Credit Limit. Your Credit Limit will be cancelled if your Account is cancelled. Based on your declared personal resources to us, your past spending and payment pattern, we reserve the absolute right to revise/reduce your Credit Limit at any time.
- 4.2 If your total indebtedness exceeds the Credit Limit, you must make immediate payment of any excess above the Credit Limit. A Charge of ₹500 plus applicable Service Tax will be levied to your Account if you exceed your Credit Limit irrespective of the amount by which you exceed your Credit Limit.
- 4.3 You will not be entitled to interest on credit balances on your Account.

5. CASH ADVANCE/EXPRESS CASH

- 5.1 You may be allowed to use the Credit Card to access (i) Cash Advances and (ii) withdrawal from Automated Teller Machines ("ATMs") from our locations, select partner Banks and from other locations as may be offered by us from time to time.
- 5.2 We may issue PIN to Cardmembers at our discretion based on financial information provided by you, your past spending and payment patterns. However, if you wish to obtain Cash withdrawal from ATMs with the Credit Card, you may apply for enrolment in the Express Cash facility. To do so, you must complete and submit an enrolment form. We may decline your application at our discretion. If we accept your application, we will then send you a PIN.
- 5.3 You will not be able to obtain Cash withdrawal from ATMs with the Credit Card unless you have the PIN. You may access up to 20% of your Credit Limit by way of Cash Advances, subject to your available Credit Limit and such Terms and Conditions applicable to Express Cash transactions. We may vary that percentage from time to time. The applicable interest rate, handling Charges, transaction Charges and other Terms and Conditions for Express Cash transactions will be communicated to you.

6. DIAL A DRAFT/PHONE PAY

- 6.1 We may offer Dial a Draft/Phone Pay facility to you. To avail of this facility, you may make requests for issue of Drafts (i) over the telephone by quoting Telephone-Personal Identification Number (T-PIN) or other particulars as may be stipulated or (ii) by completing the prescribed Order Form in full. A request based on an incomplete Order Form may be rejected. In case of requests received over the telephone, we will be at liberty to record the conversations on tape and the said recordings may be relied at our discretion, if required. Requests which fulfil our requirement will be processed and Drafts will be produced and sent to the Credit Cardmember. American Express has the sole discretion to accept or reject a request.
- 6.2 We reserve our right to do a Credit appraisal for the full amount of the Draft. No Draft will be issued for part of the amount requested. In addition to the value of the draft, a service fee as may be decided by us, will be charged to your Credit Card Account. We reserve the right to vary the amount or rate of service fee from time to time.
- 6.3 While we will mail/courier the draft as soon as it is ready, we will not be responsible on account of non-delivery or delays in delivery or non-receipt of drafts. If a Draft is lost or needs to be cancelled, you must inform us immediately. Any refunds due to cancellation of the draft will be done only through credit to your Account after receiving a duly filled indemnity from you in the form acceptable to us. Service Charges will not be refunded in the event of cancellation of the draft.
- 6.4 Original Drafts have to be sent back to us for us to initiate the cancellation. We will not be responsible for replacement or compensation of lost/stolen Draft.

7. INSURANCE PURCHASE AND STANDING INSTRUCTIONS FOR UTILITY BILL PAYMENT ON CREDIT CARD

- 7.1 Subject to laws and regulations, if you use the Credit Card to buy insurance or you give standing instructions to make any utility or other bill payments, you will authorize us to pay premiums/bill amount for you when due

in accordance with statement forwarded by insurer/utility service provider. You agree to repay us according to the terms of this Agreement. You may cancel the standing instructions given to your insurer /utility service provider if you no longer wish the premium/due bill to be charged to your Credit Card. If your Credit Card Account or the Credit Card is cancelled, we will stop paying premiums for you. You agree that we will not be liable in any manner whatsoever for any claim arising out of or in connection with the insurance policy and you shall address and sort out all such matters directly with the Insurance Company.

8. DISCLOSURE

8.1 We may identify insurance providers and products that may be of some interest to some customers. In this role, we do not act as an agent or fiduciary for you, and we may have referral arrangement with or may act on behalf of the insurance provider, as permitted by law. We want you to be aware that in the event you purchase such insurance products, we may receive fee for such referrals from the insurance provider. Any insurance purchase by you shall be purely voluntary. We do not require you to purchase any insurance product and you may choose to cover your insurance needs from other sources on terms they make available to you.

9. ANNUAL MEMBERSHIP FEE

- 9.1 The American Express Kingfisher First Credit Card member has a yearly membership fee of ₹5000/- American Express shall charge Service Tax as applicable from time to time. By virtue of this membership, the member is entitled to one Basic American Express Kingfisher First Credit Card, one additional American Express Kingfisher First Credit Card for the Basic Cardmember and 2 complimentary Supplementary Cards issued along with the Basic Card Account. The member is required to pay the membership fee upon the same being billed on the American Express Kingfisher First Credit Card Bill. The membership also allows the Basic Cardmember free enrolment into the King Club of Kingfisher Airlines which is subject to conditions of Kingfisher and may change from time to time after providing sufficient notice.
- 9.2 American Express reserves the right from time to time to give tactical benefits and select joining gifts at its sole discretion on payment of the membership fee.
- 9.3 Once the Cardmember, accepts the membership by usage of the Card, the Cardmember is liable to pay the full membership fee. This membership fee is neither refundable nor transferable for any other products or facilities that may be available from American Express to the Cardmember. No request for waiver of part or full of the membership fee would be entertained by American Express and any such membership fee waivers shall be at the sole discretion of American Express.

10. BALANCE TRANSFER

10.1 You may be allowed to transfer your outstanding balances on Credit Cards other than Cards issued by us or Loans/ Financial Accounts held with other Banks or Financial institutions solely at our discretion and we reserve the absolute right to decline any such request for balance transfer from all or any other Credit Card or Financial Accounts held by you. Additional terms and conditions apply to this facility and you can obtain details on request.

11. BENEFITS/GIFTS/DISCOUNTS/REWARDS

- 11.1 American Express may offer various benefits/ gifts (including Joining Gifts) / discounts / rewards exclusively for the Cardmembers, from time to time.
- 11.2 Cardmembers can avail these benefits / gifts / discounts/ rewards, if eligible subject to their having fully paid their membership fee and their accounts remaining in good standing.
- 11.3 These offers are being brought by American Express on a 'best effort' basis subject to availability and any participation of Cardmembers in the programs/ schemes for availing the benefits / gifts / discounts/ rewards would be purely voluntary.
- 11.4 American Express reserves its absolute right to modify/ alter / withdraw any of the benefits / gifts / discounts / rewards, including redemption of the same at any time without prior notice.
- 11.5 American Express does not manufacture / develop any of the benefits / gifts / discounts / rewards and the same are sourced from other establishments by leveraging its business acumen and relationships and therefore, is neither responsible nor guarantees the quality of goods / services so redeemed by the Cardmember, under any of the benefits / gifts / discounts / rewards.
- 11.6 American Express is neither responsible nor liable for any use / non-use or defects / deficiency of goods/ services so redeemed under any of the benefits / gifts/ discounts / rewards.
- 11.7 The benefits / gifts / discounts / rewards may have additional terms and conditions and Cardmembers are required to read those terms and conditions in conjunction with this Cardmember terms and conditions.
- 11.8 Cardmember will earn 2.5 King Miles as loyalty currency for every ₹100/- spent on the Card. You also earn 10 Times King Miles for transactions done on Kingfisher First Credit Card. King Miles earned shall be directly credited to the King Club Account of the Cardmember and redemption would be subject to King Club Terms & Conditions. Currently King Miles in the King Club Account expire after three years.

12. PARTNER BENEFITS

12.1 Kingfisher Airlines Limited

A. Kingfisher Airlines Round Trip Free Reward Ticket

- i) The Cardmember will be eligible to receive a free round trip economy ticket each time on reaching a spend of ₹1,75,000/- (Rupees one lakh seventy five thousand) per year prior to the renewal date and can avail a maximum of up to two such round trip tickets in any given year prior to the renewal date. The Cardmember cannot carry forward any unavailed spend post the renewal of the Cardmembership. Cash, Balance Transfer, Interest Charges and Fee do not count towards calculating the spend. The free round trip ticket is being brought to you by Kingfisher Airlines as a partner benefit. American Express shall not be responsible or liable in case Kingfisher Airlines fails to provide, honor or deliver on any such ticket once the Cardmember reaches the spend threshold eligibility.

- ii) The free reward tickets may be issued to any name requested by the Basic Credit Cardmember and do not have any monetary refund value.
- iii) These tickets are non-cashable/non transferable and not eligible for earning King Miles and shall be issued subject to availability. Black out dates would apply.
- iv) No open dated free reward ticket shall be issued.
- v) The free reward tickets would be applicable for the shortest and most direct route for the sector availed of.
- vi) Bookings for the reward ticket would be routed through the King Club Service Centre. Cardmember needs to call up 5 business days prior to the travel date for booking at King Club Helpline for the redemption.
- vii) Travel taken on such tickets does not entail accrual of King Miles. These Reward tickets cannot be upgraded to Kingfisher First either by upgrade voucher or by using King Miles.
- viii) Tickets under this offer would be valid for travel on domestic routes on KFA and Kingfisher Red only
- ix) The guest will be responsible for all other expenses and any other charges, claims or liabilities arising in relation to the use of this offer.
- x) The spend threshold based free ticket offer will be treated at par with King Miles redemption and will be governed by King Club Terms and Conditions. The free ticket will include base fare and fuel surcharge. Any applicable taxes / fees shall be billed to the American Express Kingfisher First Credit Card and the same will have to be borne by the Cardmember.

B. One Companion Kingfisher Airlines First Ticket at 50% Miles

- i) The offer allows Basic Credit Cardmembers to a 50% discount on redemption of King Club Miles for one companion only on purchase of a revenue ticket in full fare on Kingfisher First using the American Express Kingfisher First Credit Card.
- ii) The companion ticket redeemed must be under the same PNR and on the same sector, flight and itinerary of the Kingfisher Airline Ticket issued to the Basic Credit Cardmember (referred to as primary itinerary hereafter) availing of the offer.
- iii) If there is any change in the primary itinerary to another date/sector, the changes would be replicated to the redemption booking for the companion as well.
- iv) Where the primary itinerary is booked for more than one sector or including a stopover, the Miles redeemed will be 50% of the sum of King Club Miles applicable to each of the sector.

C. 5000 Bonus Miles on first travel on Kingfisher First after becoming a Kingfisher First Credit Cardmember

- i) This offer is applicable to King Club members who are primary Card holders of the American Express Kingfisher First Credit Card only and does not hold any other American Express Card.
- ii) This offer can be availed by qualifying members on taking their first flight on King fisher First, post acquiring the American Express Kingfisher First Credit Card.
- iii) Cardmembers must quote their King Club number at the time of booking and checking in for the flight and in any case not later than 6 months from the date of flight and the Bonus Miles applicable will be credited to the Basic Cardmember's Account within 4 weeks from the date of the flight or the date of claim whichever is later.
- iv) These Bonus Miles will not qualify towards tier qualification or retention.

13. TAXES

- 13.1 You shall be solely responsible for any taxes that may be applicable and chargeable on all Charges incurred on the Credit Card and if we are required under law to collect and deposit the same with the appropriate regulatory authority, we shall do so by debit to your Credit Card Account.

14. INTEREST CHARGES

- 14.1 Interest is payable at the monthly percentage rate on all Charges from the date they are debited to your Account until they are fully repaid, except where an interest free period applies under 14.2 below.
- 14.2 Interest is not payable on Charges other than Cash Advances and Balance Transfers if:
 - You paid the full Closing Balance on your previous monthly statement by the minimum payment due date; and
 - You pay the full Closing Balance on your current monthly statement by the minimum payment due date.
- 14.3 Interest, if payable, is calculated by multiplying:
 - The daily balance of Charges on which interest is payable; by
 - The daily percentage rate (monthly rate multiplied by twelve divided by 365); and then
 - Adding up the daily interest charges for the applicable period.
- 14.4 Interest, if payable, is debited to your Account on the last date of each statement period and is shown on your statement.
- 14.5 You will pay interest on all your Charges outstanding at the monthly average rate shown on the statement as amended by us from time to time. We may vary the interest rates applicable to your Account at any time at our discretion.

15. MONTHLY STATEMENT

- 15.1 We will send you a statement once a month for each billing period during which there is any activity or a balance outstanding on your Account. The statement will identify purchases, Cash Advances, Balance Transfer transactions, fees and all other Charges, payments and credits to your Account during the billing period incurred in India and overseas listed separately. All charges incurred in Nepal and Bhutan will appear under the heading of Charges incurred in India. The statement will also disclose to you the interest charges, statement date, opening balance, new Charges, credits, closing balance, Credit Limit, available unused Credit Limit at statement date, payment due date and minimum payment. The time between successive monthly statements will vary depending upon the number of business days in the month. You can also register online and view the Card statements by logging on to americanexpress.co.in You agree to notify us in writing of any omission from or error on the statement within 21 days from the date of the statement. If you do not do so, the statement will be conclusively settled to be complete and correct except for any amount, which has been improperly credited to the Account.

- 15.2 Non-receipt of the statement for any reason whatsoever is not a valid reason for non-payment of at least the minimum payment due. Should you not receive the statement within 10 days from the date of your usual statement date, please call us to check the amount payable.
- 15.3 You agree that a copy produced from a microfilm of any document relating to your Account with us or produced from data received electronically from an Establishment's point of sale terminal or from you shall be admissible to prove the contents of that document for any purpose.
- 15.4 We reserve our right to levy a Service Charge, at our discretion, in addition to the amount of Charge on any particular transaction at any Establishment.

16. MINIMUM PAYMENT

- 16.1 The monthly statement will show the minimum payment you need to pay us which will be 5% of the outstanding balance or ₹100 (whichever is greater) PLUS the total sum of any Card Fees, overdue minimum payment exceeding your Credit Limit and any instalment due under any extended/deferred payment plan that we may offer.
- 16.2 The minimum payment is due and payable by you to us on or before the payment due date which shall be notified on the statement. Payment takes place only when we receive it and credit it to your Account, NOT when you send it.
- 16.3 You will be required to pay us immediately if your Account is overdue or you exceed your Credit Limit. The amount you must pay will be notified on your statement.
- 16.4 You may pay more than the minimum amount due, pay us before the payment due date, pay us more than once during the billing period or pay the balance outstanding on your Account at any time.
- 16.5 You must always pay us in Indian Rupees with a draft, cheque or cash. You may also authorize us to debit directly to your Account with your financial institution and credit your Card Account with the total amount, or a fixed percentage of the total amount due or the minimum payment due in the monthly statement through Electronic Clearing Service ("ECS") introduced by the Reserve Bank of India. If you select ECS, we will advise you of the terms and conditions governing its operation.
- 16.6 Any and all payments received by us from or on behalf of the Credit Cardmember, may be applied or appropriated by us in such manner and in such order as we see fit, notwithstanding any specific appropriation or instruction by the Credit Cardmember or any other person making the payment. We have the right to appropriate all payments made by you in the manner we deem fit, notwithstanding any instructions given to us at the time of such payment. In the event that we receive contradicting instructions from the Basic Cardmember and the Supplementary Cardmember(s), we may, in the exercise of our discretion, then only act on the instructions of the Basic Cardmember.
- 16.7 After paying only the minimum amount due or a portion of total amount due, you shall be charged interest on the balance amount outstanding and charged to your Card as on the interest computing date.

17. LATE PAYMENT CHARGE

- 17.1 If we do not receive payment of the minimum payment due shown on the monthly statement by the payment due date, a late payment charge of 20% of the minimum amount due (subject to a minimum of ₹400 and a maximum of ₹1000), plus applicable Service Taxes will be levied to your Card Account. The late payment charges may vary at our discretion and the same will be duly informed to you either through a mailer or the monthly statement.

18. TRANSACTION FEE

- 18.1 For certain transactions that may be charged to the Credit Card (for example Petrol/Gas Stations, Railways or Customs) or other categories that may be introduced in future, we reserve the right to levy a transaction fee per transaction or otherwise as we deem necessary. These rates will be advised to the Credit Cardmembers in their monthly statements or through a mailer.

19. TERMINATION

- 19.1 BY YOU: You can terminate this Agreement at any time by returning to us all Credit Cards issued for use on the Account cut in half with a written request to terminate. Termination will only be effective when we receive all such Credit Cards and payment of all amounts outstanding in respect of the Account. You can cancel the use of a Credit Card by Supplementary Credit Cardmember by notifying us in writing but you will remain liable for all Charges incurred by the Supplementary Credit Cardmember up to and prior to the receipt of notice of cancellation by us.
- 19.2 BY US: We can terminate this Agreement at any time on immediate notice or at any time restrict the use you make of the Credit Card without giving reason or cause. Where we terminate the Agreement, all monies outstanding on the Account (including Charges or Cash advances not yet debited) will become due and payable immediately. We may inform Establishments of cancelled Credit Cards. If the Credit Card is cancelled, you must cut it in half and return both halves to us at once. You must hand it over to any Establishment that so requests or to any third party nominated by us. You agree not to use the Credit Card after it has been cancelled.

20. DEFAULT

- 20.1 We may treat your Account as being in default if you fail to pay us any amount when it is due, if you attempt to incur Charges beyond your Credit Limit or if you fail to comply with these Terms and Conditions. If any cheque, draft, debit or other payment is not honoured in full, this will also be default. We may also treat your Account as being in default if any statement made by you to us in connection with your Account or Credit Card was false or misleading, if you breach any other agreement that you may have with us, if a petition for your bankruptcy is issued, if any attempt is made by any other creditor to seize any of your property or if any of your property is seized by any other creditor. If your Account is in default, we require you to pay us immediately all sums outstanding on your Account and we reserve our right to cancel your Credit Card. You further agree that, if you default, you will pay us all reasonable costs and expenses incurred or expended by us or on our behalf, including legal fees, in recovering or attempting to recover any monies owing to us.

21. USE OF EXTERNAL AGENCIES

21.1 We have the sole discretion to appoint agents to collect amounts payable to us, as we consider necessary. For this purpose, information regarding your credit facility will be supplied to the agents. However, we will not be responsible for any consequences arising out of the agents' acts or omissions. All charges payable to such agents to collect our dues will be to your cost and risk in addition to all costs, charges and expenses incurred by us to recover the outstanding dues/amounts.

22. DISHONoured CHEQUES / DISHONoured ECS INSTRUCTIONS

22.1 If you or your representative transmits or causes to be transmitted to us any cheques or drafts or ECS payments that are not honoured for their full amount, for each such cheque or draft or ECS payment, we may charge the Card Account an amount as appropriate to cover our internal administration costs.

23. RENEWAL/REPLACEMENT CARDS

23.1 The Credit Card will be valid until the expiration date printed on the face of the Credit Card. You are requesting us to issue to you a Renewal or Replacement Credit Card before the current Credit Cards expires. If you are the Basic Credit Cardmember, you are also requesting us to issue to any Supplementary Credit Cardmember renewal or replacement of Supplementary Cards before the current Supplementary Credit Cards expire. We will bill the applicable annual maintenance fee, each year, at the time of renewal. We will continue to issue renewal or replacement of Credit Cards and Supplementary Credit Cards until you tell us to stop. We retain the right to suspend dispatch of Renewal or Replacement Credit Cards at our discretion.

24. INSTALMENTS FOR PURCHASE OF GOODS AND SERVICES

24.1 We may introduce and offer extended/deferred payment plan to Cardmembers at a fee at our sole discretion. If you use the Credit Card to buy goods or services, such as insurance, requiring recurring or instalment payments, or goods and wish to avail of the extended/deferred payment plan, you authorise us to pay such instalments for you when due to the service provider or into any loan scheme run by us or any third party and you agree to pay us for the same when we bill you. You must tell us in writing if you no longer wish us to pay instalments for you. In case you wish to prepay your instalment scheme, we reserve the right to levy a prepayment charge and the total outstanding amount on the instalment scheme would revert as a charge on your Card. Extended/deferred payment plans may have additional terms and conditions that govern the scheme.

24.2 If your Credit Card Account or the Credit Card is suspended or cancelled, we will stop paying the instalments for you to any third party or insurance provider.

25. CARDMEMBER INFORMATION AND CONSENT

25.1 You authorise us and our affiliates to make all/any credit investigations we deem appropriate to evaluate and satisfy ourself about any information either provided by you or available to us. We may ask consumer reporting, reference schemes or banks for consumer reports of your credit history, and information concerning your Account may be furnished by us to consumer reporting or reference schemes, banks, credit bureaus or other creditors. We may exchange any information we receive about you with our affiliates, including any credit or other information we may obtain from your application or consumer reports.

25.2 We may disclose information about you and your Credit Card Account to (a) companies within the American Express group of companies worldwide (including other organizations who issue the Credit Card) (b) to any other party whose name or logo appears on the Credit Card issued to you (c) to our suppliers and (d) to organizations who accept the Card in payment of goods and/or services purchased by you in order to administer and service your Account, process and collect charges on it and manage the benefits or insurance programs in which you are enrolled. We may also be required to disclose and accordingly furnish details of your Account to credit bureaus at the request of the Reserve Bank of India and/or any other statutory authority or officials of the Government of India or any State Government of India.

25.3 From time to time we may monitor telephone calls between you and us to assure the quality of our customer service.

25.4 We may use information you have provided to us on your application and in surveys, information derived from how you use the Credit Card and information from external sources, including consumer reports, for marketing activities by us and our affiliates. We may also use this information to develop mailing lists, which are used by companies with whom we work to develop offers, you may receive through the mail. If at any time you wish to have your name and address removed from such lists, please write to us at American Express Banking Corp., Cybercity, Tower C, DLF building No.8, Sector 25, DLF City Phase II, Gurgaon – 122002 (Haryana).

25.5 If you believe that any information we hold about you or information we provided to a consumer reporting or reference scheme is incorrect, please write to us at the address as mentioned above. Any information that we find to be inaccurate will be corrected promptly.

26. SUSPENSION

26.1 We can suspend your right to use the Credit Card with or without cause and without notice. If we do suspend your Credit Card privileges you cannot use the Credit Card until such time as arrangements, satisfactory to us, have been made for payments of outstanding Charges. If we do suspend your Credit Card privileges we shall not lose any of our rights under these Terms and Conditions or at law.

27. AUTHORISATION

27.1 Charges may require prior authorisation by us before an Establishment will accept them. We have the right to refuse authorisation for any Charge, Cash Advance or Balance Transfer transactions without cause or prior notice notwithstanding that the Credit Limit has not been exceeded and we shall not be liable to you or anyone else for any loss

or damage resulting from such refusal. When we give an Establishment permission to Charge your Account we assume the transaction will take place and therefore reduce the Credit Limit on your Account by the sum so authorised.

27.2 American Express reserves the right to approve or decline Jewellery charges in the first six months of Membership irrespective of the Charge amount.

28. LOST, STOLEN OR MISUSED CREDIT CARDS

28.1 The Card is issued to the person requesting issuance of the same. No other person is permitted to use the Card issued for Charges, for identification or for any other reason. If you have let someone else use the Card or you have voluntarily relinquished physical possession of the Card, this will not affect your liability to us for payment of all Charges made with the Card issued to you.

28.2 You must notify us immediately if the Credit Card is lost, stolen, mutilated, not received when due or if you suspect that the Credit Card is being used without your permission. In the case of loss or theft of the Card, you must file immediately a First Information Report (FIR) with the police station nearest to the place of occurrence and file a detailed report with us enclosing a copy of the FIR.

28.3 Provided that you have acted in good faith, your liability to us arising out of any unauthorised use of the Credit Card prior to report to us shall be limited to Rupees one thousand only, and after we receive the report shall be "nil". If the lost Credit Card is subsequently received, it must not be used. The Replacement Credit Card and subsequent renewals of it must be used instead. The retrieval of the original Credit Card must immediately be reported to us and it must be cut in half and the pieces returned to us. Your liability is limited provided you inform us of the loss of your Card immediately or maximum upto receipt of the next billing statement. Failure to notify us of unauthorised Charges after receipt of your bill will give us the right to withdraw the limited liability and hold you responsible for Charges on the Card.

28.4 Cardmembers will not be held responsible for any unauthorized charges made online, or in the physical world, with their Card so long as they comply with the Card conditions and notify us immediately* when they discover any fraudulent transactions. *Immediately means as soon as the Cardmember is aware, but no later than on or before the due date of the statement in which the fraudulent transaction appears.

29. BILLING ADDRESS

29.1 You must notify us immediately of any change in your name and/or billing address or the names of any Supplementary Credit Cardmembers.

30. BILLING ERRORS OR ENQUIRIES/PROBLEMS WITH GOODS OR PURCHASES

30.1 If you have a problem with your monthly statement, please write to us at once and we will take reasonable steps to assist you by providing such information as may be necessary in relation to Charges charged to your Account. Any billing error or dispute shall not be entertained unless sent in writing to us. We may charge a reasonable administrative fee for statement reprints or duplicate Record of Charge forms. If an Establishment issues a credit slip in respect of a Charge, we will, upon receipt, credit the amount shown on that credit slip to the Credit Card Account. Any claim or dispute against any Establishment must directly be resolved by you. No claim against an Establishment shall enable you to any set-off or counterclaim against us. We shall not be liable to you for quality, price or value of goods or services, or any defects in such goods or services, charged with the Credit Card, or if an Establishment refuses to accept the Credit Card. Subject to any law to the contrary, you are not entitled to withhold payment from us because of such claim or dispute.

31. FOREIGN CURRENCY CASH AND CHEQUE WITHDRAWALS

31.1 If you make a Charge in a currency other than Indian Rupees, that Charge will be converted into Indian Rupees. The conversion will take place on the date the Charge is processed by overseas American Express, which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to American Express. If the Charge is not in U.S. Dollars, the conversion will be made through U.S. Dollars, by converting the Charge amount into U.S. Dollars and then by converting the U.S. Dollar amount into Indian Rupees. If the Charge is in U.S. Dollars, it will be converted directly into Indian Rupees.

31.2 Unless a specific rate is required by applicable law, you understand and agree that the overseas American Express treasury system will use conversion rates based on interbank rate that it selects from customary industry source on the business day prior to the processing date, increased by a Currency Conversion Factor Assessment (currently 3.5%) on such Charges. If Charges are converted by third parties prior to being submitted to American Express, any conversions made by those third parties will be at rates selected by them.

32. OUR PROPERTY

32.1 Although for your use, all Credit Cards remain our property at all times. This means you must return the Credit Card to us if we should so request. The revocation, repossession or request for the return of the Credit Card is not, and shall not constitute any reflection on your character or credit worthiness and we shall not be liable in any way for any statement made by any person requesting the return or surrender of the Credit Card.

33. DEBT ASSIGNMENT

33.1 We shall have the right to transfer, assign and sell in any manner, in whole or in part, your Credit Card outstandings and dues to any third party of our choice without reference or intimation to you. Notwithstanding any such sale, assignment or transfer, we shall be fully empowered to proceed against you, jointly or severally with any such purchaser, assignee, creditor to recover the outstanding amounts from you. You shall be liable for all costs and expenses on account of any such assignment, sale or transfer and recovery of outstandings and dues.

34. RIGHT TO SET OFF

34.1 In the event of your delaying or being unable to settle your Credit Card outstandings as provided in this Agreement for

any reason whatsoever, you expressly and unconditionally authorise us to set off and adjust any such outstanding against any other accounts that you may have with us or any amount that may be payable by us, in any capacity, to you on any account whatsoever.

35. LIMITATION OF LIABILITY

- 35.1 Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Card Account or your use of the Card and, as a direct result, you suffer loss or costs we will be liable to you for that loss or cost only but not otherwise. In particular we will not be liable for any indirect or consequential loss or any other loss or damage including but not limited to loss of income, profits, interests, utility or loss of market. In any event, we will not be responsible for losses or costs caused by any third party including (for example) resulting from mechanical or systems failure affecting such third parties. In any event our liability for any loss shall be limited to a maximum of amount paid by you as annual membership fee for the Card.
- 35.2 We are not liable in any way to you for any inconvenience, embarrassment, loss, damage (including but not limiting to consequential loss or special damage), cost or expense of any nature suffered or incurred by you or by any other person in respect of or in connection with your ability / inability of the use of Credit Card and/or this Agreement.

36. CHANGING THESE TERMS AND CONDITIONS AND POLICIES

- 36.1 We reserve the right to change these Terms and Conditions and revise policies, features and benefits offered on the Card at any time on giving you notice including, without limitation to changes which affect existing balances, interest Charges or rates and methods of calculation. By keeping or using the Credit Card after notification, you agree to the change. If you do not accept any change to these Terms and Conditions, you may cancel the Credit Card by cutting it in half and returning both halves to us. You will still be liable for all Charges incurred and all other obligations under these Terms and Conditions until the Account is repaid in full.

37. NOTIFICATION BY PUBLICATION

- 37.1 We may notify you of changes to this Agreement, including changes in fees, interest Charges or rates by publication of a notice in an English language newspaper circulating throughout India or through communication sent along with your monthly Statement of Account or on the Statement of Account, at least 14 days prior to the effective date of the change. Details of the change shall be confirmed in the next monthly statement issued to you after the change takes effect.

38. NOTICES

- 38.1 We shall be entitled to send any notice to you by ordinary post to your address last known to us. Any notice as sent by us shall be considered as received by you five (5) days after the date of posting. We may also send you notices electronically to your email id provided by you. We will send you alerts by way of sms to your mobile numbers registered with us. You agree to update us your email id and mobile number in case of any change.

39. NO WAIVER OF OUR RIGHTS

- 39.1 No forbearance, delay or failure on our part to exercise any power or right under these Terms and Conditions shall operate as a waiver of such power or right, nor shall any single or partial exercise of such power or right preclude any further exercise of that or any other power or right.

40. ASSIGNMENT

- 40.1 We may assign any of our rights and obligations under these Terms and Conditions or the Accounts at any time without your consent to our parent, subsidiary or associate company.

41. INDEMNITY

- 41.1 You must indemnify and keep us fully indemnified against all claims, demands, actions and proceedings which may be made against us and in respect of any and all damages, liabilities, losses, costs and expenses (including legal costs on a full indemnity basis) which may be incurred, sustained or suffered by us, directly or indirectly, due to the use or misuse of the Credit Card(s), negligence, misconduct or breach of any of these Terms and Conditions on your part and/or any other act, thing or matter arising out of or in connection with this Agreement.

42. OTHER TERMS AND CONDITIONS

- 42.1 The use of the Credit Card is also subject to any other Terms and Conditions governing the use of other facilities or features or product enhancements, which may be made available to you, from time to time.

43. GOVERNING LAW AND JURISDICTION

- 43.1 These Terms and Conditions are governed by laws in India. All Credit Cardmembers submit themselves to the exclusive jurisdiction of the Courts in the State of Delhi.

