

## Enjoi Terms & Conditions

### **A. Enjoi (Minor Under Guardianship Account)**

Except to the extent as specified in the terms and conditions contained herein, the Terms & Conditions applicable to **General Terms & Conditions** (“Terms for General Terms and Conditions”) shall apply to **Enjoi Savings Account**. To the extent of any inconsistency, the terms and conditions as set out herein, shall prevail for all intents and purposes. Both the Terms for **General Terms & Conditions** and the terms and conditions contained herein shall collectively be referred to as “Terms” which shall be applicable to Enjoi Account (“Account”).

#### **1. Definitions :**

- **“Customer”** shall mean the minor holding an Account with Equitas Small Finance Bank Limited. However, for all the operational purposes it shall imply the Guardian/Parent wherever applicable.
- **“Guardian/Parent”** shall mean the natural/court appointed guardian appointed under the applicable laws of the Customer.
- All the capitalised words and expressions used herein, but not defined shall have the same meaning respectively assigned to them under Terms for **General Terms & Conditions**.

#### **2. Account Opening:**

The Guardian / Parent hereby undertakes that the account shall be opened and operated at all times by Guardian/ Parent for the benefit of the minor irrespective of the channel / mode of operation / account opening. Equitas Small Finance Bank Limited shall honour any transactions / instructions as received by it through any mode / channel with respect to the account on the assumption that the same are being carried out / provided by the Guardian / Parent for the benefit of the minor without independent verification thereof. The Account shall be either a **Savings Account** or a **Fixed/Recurring Term Deposit**.

#### **3. Operating Accounts:**

- An account shall be opened in the name of minor u/g guardian.
- The mode of operation, in the account will be single.
- In case the Account is to be opened as a Fixed / Recurring Term Deposit, the Guardian/Parent is not required to have an existing savings account.
- Introduction shall be of the Guardian/Parent only.

#### **4. Cheque Book:**

Personalised chequebook will be issued to the Guardian in the name of minor u/g guardian.

#### **5. Non Transferability:**

The Account and the Services shall be also used by the Guardian/Parent in order to operate the Account on behalf of the Customer.

#### **6. Conversion of the Account to a Savings Account:**

A communication letter from Equitas Small Finance Bank Limited shall be sent to the Customer intimating him about the facility of conversion of his Account to a regular savings account. Upon the Customer attaining majority, Equitas Small Finance Bank Limited shall have the right to freeze the Account. Such freeze shall be released only upon the fulfilment of all account opening formalities by the Customer (minor) as applicable to regular savings account.

#### **7. On Attaining Majority:**

Any cheques issued by Guardian prior to the date of the Customer attaining majority and which has been presented for clearing after the conversion of the Account shall not be honoured by Equitas Small Finance Bank Limited. Upon the Customer attaining majority, the Guardian shall not be permitted to operate the Account.

### **Terms & Conditions for Issuance of Login Password to Minors**

Except to the extent as specified in the terms and conditions contained herein, the Terms & Conditions for Internet Banking and Mobile Banking (“Terms for Internet Banking”) shall apply to Enjoi Account. To the extent of any inconsistency, the terms and conditions as set out here in, shall prevail for all intents and

purposes. Both the Terms for Internet Banking and the terms and conditions contained herein shall collectively be referred to as "Terms" which shall be applicable to Enjoi Savings Account ("Account").

#### 1. Definitions:

- **"User"**: for login id password and other permissible activities under login password, it shall mean the minor to whom an Internet Banking, Mobile Banking Login id password is issued by Equitas Small Finance Bank Limited, at the request of the Guardian/Parent.  
**For Loign password and other permissible activities** under One Time Password(OTP), it shall mean the Guardian/Parent.
- **"Guardian"** means the guardian of the User, who is a minor, at whose request Equitas Small Finance Bank Limited issues the login id.
- **"Parties"** means the Guardian/Parent and Equitas Small Finance Bank Limited.
- All the capitalised words and expressions used herein, but not defined shall have the same meaning respectively assigned to them under Terms for Internet Banking and Mobile Banking.
- All indemnities/undertakings/representations to be made by the User in respect of the Terms & Conditions of Internet banking shall be deemed to have been made by the Guardian/Parent.

#### The Guardian/ Parent agrees, confirms and undertakes that:

- Equitas Small Finance Bank Limited is issuing the login password to the USER for Internet Banking/ Mobile Banking, who is a minor at the request of and at the sole risk and liability of the Guardian/Parent. OTP is sent to the registered mobile number/email as requested.
- The Password, OTP will be issued by Equitas Small Finance Bank Limited to the USER who is the Guardian/Parent himself, on the specific understanding that all amounts paid to or to the order of the User on the basis of the said Password/OTP and all commission/fees, interest, costs, charges, expenses in relation thereto shall be debited to the Account.
- The Guardian is solely and exclusively bound by these terms and conditions for issue of the login password and the OTP to the minor/ the Guardian/Parent as applicable and the Guardian/Parent further agrees, confirms and undertake that he is solely and exclusively liable and responsible for all charges/expenses/other monies incurred/due and payable on the Internet and debited by Equitas Small Finance Bank Limited from the Account.
- The issue of the password/OTP is subject to there being adequate credit balance in the Account (in accordance with Equitas Small Finance Bank Limited's applicable rules).
- The User shall have no claim for damages or otherwise against Equitas Small Finance Bank Limited or its Affiliates, in the event of refusal by any website, to honour the transaction, presented by the User, on the grounds of his minority or in the event that the daily limit has been exhausted or otherwise howsoever.
- The Guardian/Parent shall, without demur or default, make payment to Equitas Small Finance Bank Limited of all amounts due within seven (7) days of Equitas Bank notifying the Guardian/Parent of the same, so as to bring the Account to the required minimum credit balance, failing which Equitas Small Finance Bank Limited may close the Account without prejudice to Equitas Small Finance Bank Limited's right to recover the balance outstanding in the Account.
- A notice signed by an officer of Equitas Small Finance Bank Limited shall be conclusive evidence of the fact of the amount outstanding and the Guardian/Parent shall not be entitled to question or dispute the same.
- The death or insolvency of the Guardian/Parent or the fact that the minor has attained the age of majority shall not affect the liability of the Guardian hereunder. The liability of the Guardian/Parent will be binding on his/ her/its heirs, executors and administrators and his/her/its estate and effects. The Guardian/Parent shall do, performs and execute and cause to be done, performed and executed any act, deed, matter or thing which Equitas Small Finance Bank Limited may require for Equitas Small Finance Bank Limited's further security.

- Any notice from Equitas Small Finance Bank Limited in respect of the Account may be given by Equitas Small Finance Bank Limited by delivering it to the Guardian/Parent digital mode or personally or by posting it to the latest address recorded with Equitas Small Finance Bank Limited as per the internal guidelines decided by the bank time to time. The Guardian/Parent must notify Equitas Small Finance Bank Limited of any change to his/her/its address, Mobile Number, Email ID. Proof of posting to such last notified address, registered email, registered mobile shall be conclusive proof of the notification at the time when it ought to be delivered in due course by the post even if the notification may be returned through the post undelivered. Equitas Small Finance Bank Limited may also give notice of variation of these additional terms and conditions by displaying a notice on or within the immediate vicinity of the site of an ATM/branch of Equitas Small Finance Bank Limited or by a press advertisement or by a message in the Account Statement.
- The Guardian/Parent hereby agrees, undertakes to indemnify, defend and hold harmless Equitas Small Finance Bank Limited and its respective directors, officers, employees, representatives, agents and assigns from and against any and all loss / liability / expense / damages / costs (including legal costs and lawyer's fees incurred) in relation to any judgments, suit, action, claims, regulatory investigation or action arising out of:
  - a breach by the Guardian of its obligations under the terms and conditions contained herein.
  - the acts, not-errors, representations, misrepresentations, wilful misconduct or negligence of Guardian in performance of the Guardians obligations under the terms and conditions contained herein.
  - any transaction done / instruction provided / information given by the User / Guardian / Parent with respect to the Account through Equitas Small Finance Bank Limited's internet banking whether the same is done directly from the Equitas Small Finance Bank Limited's internet banking, mobile banking login id of the User or by virtue of it being linked with the Guardian's / Parent's Equitas Small Finance Bank Limited's internet banking, mobile banking login id.

The Guardian hereby declares that this Indemnity is in addition to and not by way of limitation of or in substitution for, any other indemnity or security that the Equitas Small Finance Bank Limited may hold and will not revoke or limit any such other indemnity.

### **Terms & Conditions (Indemnity) for Issuance of Debit Card to Minor**

Except to the extent as specified in the terms and conditions contained herein, the Terms & Conditions for Debit Card ("Terms for Debit Card") shall apply to Enjoi Savings Account. To the extent of any inconsistency, the terms and conditions as set out herein, shall prevail for all intents and purposes. Both the Terms for Debit Card and the terms and conditions contained herein shall collectively be referred to as "Terms" which shall be applicable to Enjoi Account ("Account").

#### **1. Definitions:**

- **"Account"** means the Enjoi account of the Cardholder with Equitas Small Finance Bank Limited, who is represented in all transactions by the Guardian until attainment of majority.
- **"Cardholder"** means the minor, of an age not below 10, to whom a Card is issued by Equitas Small Finance Bank Limited, at the request of the Guardian/ Parent.
- **"Guardian"** means the guardian of the Cardholder at whose request Equitas Small Finance Bank Limited issues the Card to the Cardholder.
- **"Parties"** means the Guardian and Equitas Small Finance Bank Limited.
- All the capitalised words and expressions used herein, but not defined shall have the same meaning respectively assigned to them under Terms for Debit Card.

All indemnities/undertakings/representations to be made by the Cardholder in respect of the Terms & Conditions of Debit Cards shall be deemed to have been made by the Guardian/Parent.

The Guardian/ Parent agrees, confirms and undertakes that:

- Equitas Small Finance Bank Limited is issuing the Card to the Card holder solely at the request of and at the sole risk and liability of the Guardian/ Parent.
- The Guardian/Parent shall be the legal and/or natural guardian of the Card holder which shall be confirmed by proper documental evidence.
- The Card will be issued by Equitas Small Finance Bank Limited to the Card holder on the specific understanding that all amounts paid to or to the order of the Card holder on the basis of the said Card and all commission/fees, interest, costs, charges, expenses in relation thereto shall be debited to the Account.
- The Guardian is solely and exclusively bound by these terms and conditions for issue of the Card to the Card holder and the Guardian further agrees, confirms and undertakes that he is solely and exclusively liable and responsible for all charges/expenses/other monies incurred/due and payable on the Card and debited by Equitas Small Finance Bank Limited from the Account.
- All charge slips in respect of the Card signed by the Card holder shall be deemed to have been signed by the Guardian/Parent.
- The issue of the Card to the Card holder by Equitas Small Finance Bank Limited at the sole and exclusive request of the Guardian/ Parent constitutes supply by the Guardian of necessaries suitable to the condition in life of the Card holder in terms of section 68 of the Indian Contract Act, 1872, subject to there being adequate credit balance in the Account (in accordance with Equitas Small Finance Bank Limited's applicable rules) the Card holder will be permitted to use the Card for cash withdrawals of an amount in the schedule of charges and for expenses/ purchases of goods by use of the Card of an amount as mentioned in schedule of charges daily (the 'daily limit') or such other further amount as Equitas Small Finance Bank Limited may specify, and Equitas Small Finance Bank Limited shall be entitled to refuse to authorize any intended withdrawal/ expenses/ purchases if the amount of such withdrawal/expenses/purchase is wholly or in part in excess of such daily limit, even though there may be adequate balance in the Account.
- The Card issued to the Card holder shall not be used for purchase of alcoholic beverages, tobacco product and/ or similar goods or services by the Card holder. The Guardian further agrees, confirms and undertakes that in the event that expenses are incurred on the Card issued by the Card holder which pertain to the purchase of any or all of the aforesaid goods and/or services, the Guardian shall be deemed to have consented to the said expenses being incurred for the consumption of third party, not being minor.
- The continuance of the Card issued to the Card holder, being a special facility issued at the request of the Guardian, will be solely dependent on the continuation of the Account.
- The Guardian/ Card holder shall have no claim for damages or otherwise against Equitas Small Finance Bank Limited or its Affiliates, in the event of refusal by any person, to honour the Card, presented by the Card holder, on the grounds of his minority or in the event that the daily limit has been exhausted or otherwise howsoever.
- Equitas Small Finance Bank Limited shall be entitled to refuse authorization for any withdrawal/ purchase/expenses in excess of the daily limits or in the event of Equitas Small Finance Bank Limited being under a reasonable apprehension that a fraud is sought to be perpetrated or there existing circumstances which in the reasonable opinion of Equitas Small Finance Bank Limited consider that authorization should be refused. Without prejudice to the provisions of the foregoing clause, if Equitas Small Finance Bank Limited acting in good faith, permits withdrawals/purchases/ expenses in excess of the daily limit, the debit made to the Account by Equitas Small Finance Bank Limited in excess of the available credit balance, shall be treated as a temporary overdraft (however nothing contained in this clause shall entitle the Guardian to claim overdraft) and carry interest as per Equitas Small Finance Bank Limited's Rules generally applicable to overdraft accounts.
- The Guardian shall, without demur or default, make payment to Equitas Small Finance Bank Limited of all amounts due within seven (7) days of Equitas Small Finance Bank Limited notifying the Guardian of the same, so as to bring the Account to the required minimum credit balance, failing

which Equitas Small Finance Bank Limited may close the Account and cancel Card without prejudice to Equitas Small Finance Bank Limited's right to recover the balance outstanding in the Account. A notice signed by an officer of Equitas Small Finance Bank Limited shall be conclusive evidence of the fact of the amount outstanding and the Guardian shall not be entitled to question or dispute the same.

- The Card is a discretionary facility granted by Equitas Small Finance Bank Limited at the request of the Guardian and may be withdrawn by Equitas Small Finance Bank Limited at any time at its sole discretion.
- The death or insolvency of the Guardian or the fact that the Minor has attained the age of majority shall not affect the liability of the Guardian hereunder. The liability of the Guardian will be binding on his/her/its heirs, executors and administrators and his/her/its estate and effects. The Guardian shall do, perform and execute and cause to be done, performed and executed any act, deed, matter or thing which Equitas Small Finance Bank Limited may require for Equitas Small Finance Bank Limited's further security.
- Any notice from Equitas Small Finance Bank Limited in respect of the Account/ Card may be given by Equitas Small Finance Bank Limited by delivering it to the Guardian personally or by posting it to the latest address recorded with Equitas Small Finance Bank Limited. The Guardian must notify Equitas Small Finance Bank Limited of any change to his/her/ its address. Proof of posting to such last notified address shall be conclusive proof of the notification at the time when it ought to be delivered in due course by the post even if the notification may be returned through the post undelivered.
- Equitas Small Finance Bank Limited may also give notice of variation of the terms and conditions contained herein by displaying a notice on or within the immediate vicinity of the site of an ATM/branch of Equitas Small Finance Bank Limited, on its website [www.equitasbank.com](http://www.equitasbank.com), by a press advertisement or by a message in the Account Statement.
- The Guardian hereby agrees, undertakes to indemnify, defend and hold harmless Equitas Small Finance Bank Limited and its respective directors, officers, employees, representatives, agents and assigns from and against any and all liability including but not limited to liabilities to third parties, judgments, damages, losses, claims, costs and expenses, including attorney fees and expenses arising from or related to:
  - a breach by the Guardian of its obligations under these terms and conditions.
  - the acts, not-errors, representations, misrepresentations, wilful misconduct or negligence of Guardian in performance of the Guardians obligations under these terms and conditions contained herein.
  - the issuance of the Card to the Card holder.

The Guardian hereby declares that this Indemnity is in addition to and not by way of limitation of or in substitution for, any other indemnity or security that Equitas Small Finance Bank Limited may hold or any other indemnity which the Guardian may have previously given to Equitas Bank or may hereafter give to Equitas Bank and that this indemnity will not evoke or limit any such other indemnity.

## **B. Enjoi (Minor Self Operated Account)**

Except to the extent as specified in the terms and conditions contained herein, the Terms & Conditions applicable to **General Terms & Conditions** ("Terms for **General Terms & Conditions**") shall apply to Enjoi - Minor Self Operated Account. To the extent of any inconsistency, the terms and conditions as set out herein, shall prevail for all intents and purposes. Both the Terms for **General Terms & Conditions** and the terms and conditions contained herein shall collectively be referred to as "Terms" which shall be applicable to Enjoi-Self Operated Account ("Account").

### **1. Definitions:**

- **“Customer”** shall mean the minor, above the age of ten years, holding an Account with Equitas Small Finance Bank Limited, with the mode of operation as ‘single’.
- **“Parent”** shall mean the natural/court appointed guardian appointed under the applicable laws of the Customer.
- All the capitalised words and expressions used herein, but not defined shall have the same meaning respectively assigned to them under Terms for a **General Terms & Conditions**.

## **2. Operating Accounts:**

- An Account shall be opened in the name of minor.
- The mode of operation in such account will be Single. Parent of the Customer will also be responsible for transactions undertaken by the minor account holder during the period of his/her minority.
- The cumulative value of the total debits in the account in a financial year is restricted for the Enjo Self Operating Accounts.
  - For Minor operated accounts with the Parent’s consent limits are kept lower to meet the needs of this segment and same is agreed by parent through a consent/declaration at the time of account opening

## **3. Cheque Book:**

Cheque book facility is not available for Minor.

## **4. Conversion of the Account to a Regular Savings Account:**

Upon the Customer attaining majority, Equitas Small Finance Bank Limited shall have the right to freeze the Account. Such freeze shall be released only upon the fulfilment of conversion formalities of converting the account to a regular account.

## **Disclaimer:**

Equitas Small Finance Bank may Limited, at its sole discretion, utilise the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products