

TERMS AND CONDITIONS OF TATA CAPITAL SIMPLY SHOP EMI CARD - "CARD"

1. That I am applying for the Card type as specified in the Application Form
2. That I understand and acknowledge that the Card can be issued by TCFSL either in physical or electronic form.
3. That all particulars, information and details provided by me in relation to my application are true, correct and up to date.
4. That I shall submit all documents, in such form and manner as may be required by TCFSL in relation to my application.
5. That I agree to make payment of the applicable fee and/or charges including annual fees, as specified by TCFSL with respect to Card, details whereof are provided on the Website. I understand that the aforesaid fee and/or charges are subject to changes and are nonrefundable and nontransferable.
6. That I have received, read and understood the Terms and Conditions provided with the Application Form, in relation to the Card.
7. That I understood that if I avail any loan within the limits available under the Card, such loan would be governed by the respective terms and conditions prescribed by TCFSL and I shall execute all necessary documents for the same.
8. That TCFSL is hereby authorized to exchange, share or part with all information relating to this application to credit bureaus/credit reference agencies or any authorized third party agency as TCFSL may deem necessary or appropriate for use or processing of the said information and shall not hold TCFSL liable for the same.
9. That, I authorize TCFSL to share certain information related to Card, which may include my KYC and transaction details with its business associates (subject to confidentiality restrictions) for integrating the Card usage on such business associate's website/ wallet etc. as may be required for facilitating my use of Card.
10. That the loan limit shall be assigned to me as per TCFSL's sole discretion and internal policies and the same is subject to further revision at TCFSL's sole discretion. TCFSL shall not be liable in any manner whatsoever for such revision or cancellation of loan limit.
11. That I understand and undertake to keep my credentials including the login id and password/PIN issued by TCFSL and/or reset by me ("Credentials"), as confidential and not to share the same with any third party. Any use or misuse of the Credentials including the transactions carried out using the Credentials shall be my sole responsibility and TCFSL shall not be held responsible for any loss/damage incurred on account of such use or misuse.
12. I understand that the limit assigned to me under the Card is only an indicative limit of loan eligibility and does not constitute a loan or sanction thereof and there is no binding obligation on TCFSL to sanction or disburse any amount. Any such sanction or disbursement of any facility under the limit available under the Card shall be subject to TCFSL's parameters being met at the relevant time, submission of all requisite documents and shall be at the sole discretion of TCFSL.

13. Tata Capital Simply Shop EMI Card ("Card") is not a credit card, charge card or an ATM card.
14. Card Usage:
 - a. The usage of the Card is subject to the terms and conditions mentioned in the application form and other supporting documents signed by the Card holder along with the application form, as amended by TCFSL from time to time.
 - b. By using the Card, the Cardholder may engage in the following transactions:
 - i. Purchase a Consumer Durable (CD) or Lifestyle (furniture, life care elective procedures etc.) product on equated monthly instalments from TCFSL by availing a loan within the limits available in the Card which loan shall be subject to and governed by the application form and other documents for the loan;
 - ii. Enquire about the available loan amount for CD, LSF or Retail purchase; and/or enquire about personal loan eligibility and/or apply at TCFSL's call center, branch or online customer portal.
 - iii. The Card can be used for identification/authentication.
 - c. In order to utilize the limit as available in the Card the Cardholder may be required to swipe the Card or provide such details in relation to the Card at any Merchant counter or any of the branches of TCFSL, as the case may be, wherein the details of the Cardholder would be entered in the system. The Cardholder shall provide one photo identification and enter his/her One Time Password (OTP). Once the Customer identity is authenticated, the Cardholder will receive an SMS/EMAIL providing the Commercial Terms of the proposed Loan being offered.
15. TCFSL may at any time, at its full discretion and without assigning any reason, decide to withdraw the Card service and/ or terminate any specific Card and will have no liability to the Cardholder or any other person in this regard.
16. If the Cardholder wishes to block or close Card account, a request for the same can be made to TCFSL through TCFSL's Customer Care or online customer portal.
17. The Cardholder shall notify TCFSL's customer care immediately if the Card is misplaced, lost, stolen, mutilated or where the Cardholder suspects that there is an unauthorized use of the Card and till such intimation TCFSL shall not be liable for any unauthorized use of the Card.
18. Once a card is reported lost, it shall not, under any circumstance be used if found by the Cardholder subsequently.
19. Any changes in the Cardholder's registered KYC or bank account need to be updated in TCFSL's records. The Cardholder shall intimate such changes to TCFSL.
20. I agree that I have read, received and understood the Application form, the Terms and Conditions of the Card and all other documents in relation to the application and usage of the Card.