

Samsung Axis Bank Credit Card Terms and Conditions

Welcome to the terms and conditions for Samsung Axis Bank Credit Card ("Terms"). These Terms are applicable between you (the Customer) and Samsung India Electronics Pvt. Ltd. ("Samsung") and Axis Bank if you successfully apply and are issued the Samsung Axis Bank Credit Card ("Co-branded Card") by Axis Bank Limited ("Bank").

The Card is a co-branded credit card issued by the Bank and marketed by both the Bank and Samsung. You (the Customer) understand, agree and acknowledge that:

1. Your application for issuance of the Co-branded Card will be approved or declined by the Bank based on the Bank's procedures and credit underwriting criteria developed by the Bank. Samsung will have no role and does not make any representations, warranties or guarantees in relation to such approval or decline of the Co-branded Card application by the Bank. In reference to approval or decline of the Co-branded Card by the Bank, Samsung bears no liability in this regard.
2. Your use of the Co-branded Card will be governed by the terms and conditions as communicated to you by the Bank and any other terms that the Bank may notify from time to time.
3. You hereby agree and understand that Samsung is not and cannot be a party to or has control in any manner whatsoever, the credit transaction or any arrangement between you and the Bank.
4. Samsung and the Bank may use your information or retain data (including personal or sensitive personal data or information) in connection with the Co-branded Card Application or services associated with the Co-branded Card. In this regard, you agree and consent for Samsung to share such data or information with the Bank. You hereby agree and understand that use of your information as shared with Axis Bank shall be subject to Axis Bank's privacy policy (<https://www.axis.bank.in/privacy-policy>).
5. No Liability:
 - a. Samsung and/or its affiliates will not be liable/ responsible for any loss or damage suffered by you on account of the use of the Co-branded Card, including as a result of any fraud or misuse in connection with use of the Co-branded Card by any third party.
 - b. In no event shall Samsung be liable for losses or any incidental or consequential damages arising out of or in connection with the Co-branded Card and/ or its uses (however arising, including negligence).
 - c. Samsung will not be held liable for any dispute arising out of or in connection with your use of the Co-branded Card including fulfilment of the rewards and benefits on the Co-branded Card offered time to time.
 - d. By using the Co-branded Card, you fully and unconditionally release and completely discharge Samsung and/or its affiliates against any

claims in connection with the Co- branded Card, and all such claims (if any) will lie only against the Bank. Samsung disclaims any and all claims in respect of the same. Under no circumstances shall Samsung and/or its affiliates and/or their directors, officers, agents or employees be held responsible in connection with the Co-branded Card.

6. Failure by Samsung to enforce any of its right at any stage does not constitute a waiver of those rights.

7. Samsung and/or the Bank may communicate with you, through emails or SMS or WhatsApp or notifications through websites / mobile applications operated by Samsung or the Bank or any other mode, in connection with your credit card application process and / or use of the Co- branded Card.
8. Fee: Axis Bank may at its sole discretion charge a joining as well as annual recurring fee (as mentioned below):

| | Samsung Axis Bank Signature Credit Card |
|---------------------------------------------------|-----------------------------------------|
| Joining Fee | INR 500 + taxes |
| Annual Fee (from 2 nd year onwards) | INR 500 + taxes |

9. Purchases (minus returns or refunds) made by you using the Co-branded Card will be eligible for benefits as provided below:

| Benefits | Samsung Axis Bank Signature Credit Card |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Key Feature | 1. Upto 10% cashback on purchase of Samsung products and services including merchant EMI transactions on select channels / merchants |
| | 2. Maximum Cashback limited to: |
| | · Monthly - Rs.2,500; and |
| | · Annual - 10,000 |
| | 3. 10 EDGE reward points for every Rs.100 of Qualifying Spends by the cardholder (equivalent to 2% of transaction value) on Select Partners |
| | 4. 5 EDGE reward points for every Rs.100 of Qualifying Spends* by the cardholder (equivalent to 1% of transaction value) on all other spends |
| | 5. Edge Reward Points earn not applicable on: Purchase of Samsung Products or Services EMI transactions, Fuel, Rental Payment, Wallet Load, Cash withdrawal, jewelry/ gold - purchases, gift voucher purchases (if any), |
| 6. Each Edge Reward Point is worth Rs.0.20 | |
| Welcome Benefit | 2,500 Edge Rewards Points after 3 successful transactions within 30 days of the Co-branded Card issuance. |
| Annual Fee Waiver | upon Spends of Rs.2 lakh in a membership year on Co-branded Card |
| Other benefits | 1. The Cardholders shall be eligible for: |
| | (a) Complimentary access to select domestic airport lounges (maximum 4 visits in a -membership year from the month of card issued) (b) fuel surcharge waiver @1% on fuel transactions between Rs.400-4000 capped upto Rs. 500 per statement cycle |

10. Buying products and services with your Card, will count as a purchase;

however, you shall not be eligible to earn reward points towards transactions involving cash withdrawal advances and any other kind of fees/charges that may be applicable on the Card such as but not limited to any supplementary card fee, multiple card fee, balance transfer fee, EMI transactions, cash advance fee, charges for dishonored cheques, financial charges, delinquency charges, late payment charges, service charge and any other fee/charge that may be levied by Axis Bank from time to time.

11. Earned Edge Reward Points can be redeemed as per Bank's Edge Reward Points Redemption channels available on Axis Bank's website.
12. Your Credit Card Application is subject to approval by the Bank. Restrictions and limitations apply.
13. In case you have any queries or grievances in relation to the Card or any other matter in relation thereto, please contact the Bank and/or Samsung customer support.
14. Samsung reserves the right to amend and/or modify these Terms at any time without providing any prior notice to you.
15. Disclaimer of Certain Damages. IN NO EVENT SHALL SAMSUNG BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, NEGLIGENCE, PERSONAL INJURY, PRODUCT LIABILITY, INFRINGEMENT OR ANY OTHER THEORIES, REGARDLESS OF WHETHER OR NOT SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS THAT YOU HEREBY WAIVE ANY AND ALL RIGHTS TO ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, AND EXEMPLARY, PUNITIVE DAMAGES OR LOST PROFITS FROM SAMSUNG. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT SAMSUNG WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.
16. These ToS shall be construed in accord with the applicable laws of India. The Courts at New Delhi shall have exclusive jurisdiction in any proceedings arising out of these Terms.

Annexure

Select Partners for Accelerated Edge Reward Points

1. Zomato
2. Urban company
3. Tata IMg
4. Myntra
5. Big Basket

Cashback Information

Cashback is applicable only on Samsung purchases made using this card. To avail cashback, you just need to purchase (EMI or Non EMI) Samsung brand products or Services using the Samsung Axis Bank credit card. The cashback credit will take upto 60days from the date of transaction. Cashback is applicable on Samsung Shop (<https://www.samsung.com/in/shop> and App), Samsung Brand Stores, Flipkart (Authorized sellers) , Multiple Brand Outlets with Pinelab / Benow POS terminals. On Samsung Service Centers applicable on payments made through PayU

Important Information on 10% Cashback:

10% cashback across Samsung products & services is available on -

- Samsung store payments made via Pinelabs POS terminals & Benow interface.
- Samsung.com and Samsung Shop.
- Samsung products purchased on Flipkart.
- Samsung service center payments by PayU link.