

## TERMS AND CONDITIONS FOR ELECTRONIC BANKING SERVICES

### 1. Definitions and Interpretation

- (a) **“Account Opening Document”** shall mean the documents required to be executed by the Client at the time of opening of an account with the Bank by the Client.
- (b) **“API Banking Services”** refers to the application programming interface, a methodology used for initiating the payments by the Client.
- (c) **“Authorized User”** shall mean the person(s) authorized by the Client to use the E-Banking Services provided by Bank as per the User Application Form provided by the Client either separately or as a part of the Account Opening Document.
- (d) **“Account”** shall mean the Client’s account with the Bank for which the E- Banking Services are availed.
- (e) **“Bank”** shall mean IndusInd Bank Limited.
- (f) **“Banking Day”** shall mean a day on which the Bank is open for business.
- (g) **“Beneficiaries”** shall mean the persons identified by the Client from time to time in whose favour fund transfer instructions including payment instrument and payment instruction requests are given by the Client through the Services; and the expression **“Beneficiary”** shall mean any one of them.
- (h) **“Certifying Authority”** shall mean the relevant authority authorised under the Information Technology Act, 2000 and the rules/ regulations thereunder.
- (i) **“Client”** shall mean the organisation or any such legal entity availing the E-Banking Services under these Terms and Conditions.
- (j) **“Connect Online”** shall mean the internet banking portal of the Bank that includes Cash and Trade Services.
- (k) **“Corporate Authorization”** shall mean to include an authorization, resolution, power of attorney and such other corporate action granting authority to the Client to undertake the activities contemplated under the Terms and Conditions.
- (l) **“E-Banking Services”** shall mean and imply the electronic banking channels of the Bank for facilitating payments, collections and trade transactions and includes “Connect Online” “Indus Direct”, “Host to Host Services”, “API Banking Services”, “Secure File Transfer Services”, “Mobile Banking”, “Trade Services” and any other platform that may be facilitated by the Bank in future. The Client uses the platforms for processing Payments/collections as the case may be via clearing systems including and not limited to Corporate Cheque, Demand Drafts, Internal Funds Transfers for accounts held with the Bank, Real Time Gross Settlement, National Electronic Funds Transfer, Electronic Clearing Services, National Electronic Clearing Service, National Automated Clearing House, Immediate Payment System, Bharat Bill Payment System, Unified Payment Interface, Trade Services, Inward Fund Transfer, P@CE and any other systems introduced by RBI or National Payments Corporation of India from time to time. These services also encompasses the User Administration that is performed by the Bank for the users of the Client as per the User Acceptance Form.
- (m) **“Fees”** shall have the meaning as assigned to the term in Clause 3 (a).
- (n) **“H2H Services”** shall mean Host to Host Services i.e., host to host automated, two-way data transfer service for processing payments.
- (o) **“IndusDirect”** shall mean the internet banking portal of the Bank which *inter alia* supports funds transfer by way of RTGS, NEFT, Inward Fund Transfer, Corporate cheques, demand draft, Immediate Payment System, Bharat Bill Payment System and any other payment system facilitated by the Bank from time to time.
- (p) **“Instructions”** shall mean any advice, request, instruction or communication which is received by the Bank in connection to or via the E- Banking Services.
- (q) **“Intellectual Property Rights”** means any patents, utility models, designs, trademarks, service marks, trade names, copyrights (each of the foregoing, to the extent applicable, registered, applied for or unregistered), software, inventions whether or not patentable, database rights, know-how and all rights having equivalent or similar effect anywhere in the world.

- (r) “**Mobile Banking**” shall mean the mobile banking services provided by the Bank under the terms of the Terms and Conditions.
- (s) “**Message Centre Facility**” shall mean and include transfer of and/or exchange of any bulk data file or information between the Client and the Bank through the Connect Online system
- (t) “**P@CE**” means the service of printing of corporate cheques at Client’s end.
- (u) “**Payments**” means all payments via the Clearing Systems prevailing in India including but not limited to Corporate Cheque, Demand Drafts, Internal Funds Transfers for accounts held with the Bank, Real Time Gross Settlement, National Electronic Funds Transfer, Electronic Clearing Services, National Electronic Clearing Service, National Automated Clearing House, Aadhar Based Payment System, Immediate Payment System, Bharat Bill Payment System, Unified Payment Interface and any other systems introduced by RBI or National Payments Corporation of India from time to time.
- (v) “**Parties**” shall mean Bank and the Client jointly; and the term “**Party**” shall mean either of them.
- (w) “**PKI System**” shall mean the public key infrastructure system.
- (x) “**RBI**” shall mean Reserve Bank of India.
- (y) “**Registered Mobile Number**” shall mean the registered mobile number of the Authorized User as provided in the relevant User Application Form provided by the Client either separately or as a part of the Account Opening Document or as may be changed by the Client with due notice to the Bank in the manner as may be prescribed by the Bank).
- (z) “**Terms and Conditions**” shall mean these terms and conditions, as amended from time to time.
- (aa) “**Trade Services**” shall mean and include provision of the account details and trade reports stipulated in the Connect Online system and/or fulfilment of such trade transactions by Bank on behalf of the Client wherein instructions are given by the Client to the Bank using the Connect Online system to process, facilitate, finance and advise such trade transactions including but not restricted to Bank Guarantees, Export Bills, Import Bills, Export LCs, Inward Collection Bills, Inland Inward Collection Bills, Import LCs, Inland LCs, Inland Outward Bills, Foreign Currency Remittances, Loan wise Outstanding’s (PCFC), Loan wise outstanding’s (PCINR),and/or the processing of such transactions and/or online Payment instructions initiated by the Client in terms thereof.
- (bb) “**Transaction**” shall mean any transaction or operation made or performed, processed or effected through E-Banking Services by the Authorised User.
- (cc) “**User Application Form**” shall mean the Client’s application for the provision of the E-Banking Services (as identified therein) provided by the Client either separately or as a part of the Account Opening Document.
- (dd) “**User Acceptance Form**” shall mean the form *inter alia* having details of the Authorized User and the nature of the E-Banking Services to be availed by the Client.
- (ee) “**User Guide**” shall mean the user instructions guide as available on the Website.
- (ff) “**Website**” shall mean the website owned and maintained by the Bank.

## 2. **Appointment:**

The Bank agrees to provide E-Banking Services to the Client and the Client agrees to avail the E-Banking Services as per the terms and conditions set out in these Terms and Conditions including its Annexure/s hereto.

## 3. **Consideration:**

In consideration of the E-Banking Services to be provided by the Bank pursuant to the Terms and Conditions, the Client shall pay such fees/charges to the Bank as specified on the Website or as mutually agreed, subject to deduction of tax at source issued by the Bank (“**Fees**”) as per the terms as specified in Annexure 5.

#### **4. Applicability of Terms and Conditions**

- (a) The provision of the E-Banking Services will be governed by the Terms and Conditions. Provided, however, the relevant annexure of the Terms and Conditions forming part hereto shall be applicable to the Client depending on the extent of the E-Banking Services availed by the Client.
- (b) The Parties may enter into further arrangements in writing with regard to any or all of the E-Banking Services which shall form integral part of the Terms and Conditions as an Annexure. The Parties may mutually agree and include additional services to the Terms and Conditions.
- (c) In case of any conflict or inconsistency between the terms of the annexures and the Terms and Conditions, provisions of the annexure shall prevail in respect of such E-Banking Services.
- (d) Use of the E-Banking Services is governed by the Terms and Conditions read along with the terms and conditions, if any, prescribed by the RBI from time to time along with other applicable laws or any other agreement the Client has executed with the Bank including but not limited to the Account Opening Document.

#### **5. E-Banking Services General Terms & Conditions**

- (a) Access rights for Authorized Users shall be defined, established and created in E-Banking Services based on the duly signed User Acceptance Form. The Bank is and shall be indemnified fully for all user setups that it performs basis the User Acceptance Form.
- (b) Once the Bank adds the Authorized User as per the instruction of the Client, passwords will be generated for each Authorized User and Authorized User shall receive the same via the authorized means including but not limited to email or courier or post etc.
- (c) The Client takes full responsibility for the safe custody of the security mechanism provided/ implemented by the Bank and the password required to access the E-Banking Services and the Client shall be responsible for the use and/or misuse of the same.
- (d) The Client accepts full responsibility for monitoring all information records, transaction history and transactions available to the Client through the E-Banking Service. The Client agrees to notify the Bank immediately if they become aware of any inaccurate information. The Client agrees that we will not be liable for any loss whatsoever if they fail to notify the Bank of any such inaccurate information within 45 (Forty Five) days of the date of the debit/ credit of their account.
- (e) The Client agrees to comply with all procedures and requirements as set out in the User Guide when using the E-Banking Service. The Client also agrees not to disclose the contents of the User Guide to any third party.
- (f) The Client agrees that the means and modes for the Instructions is/are being provided by the Bank at the request of the Client and as a means of convenience. The Client further agrees that such means and modes of Instructions are liable to be discontinued without notice at Bank's sole discretion. The Client further agrees that access to such means and modes would be subject to such terms and conditions as the Bank may, from time to time, provide for availing of such Instructions and the Client agrees and undertake to abide by such terms and conditions.

- (g) The E-Banking Services is made available to Authorized Users on behalf of the Client, at the request of the Client, at the sole discretion of the Bank and may be discontinued by the Bank at any time, without any notice or communication of any kind. The Bank reserves the right to offer the E-Banking Services to only those Authorized Users of any Client.
- (h) The Client and the Authorized User agree that the Bank may disclose, to other institutions, such information in relation to the Client as may be necessary for any reason inclusive of but not limited to the participation in any telecommunication or electronic clearing network, in compliance with legal directive, for credit rating by recognized credit scoring agencies, and for fraud prevention.
- (i) The Client accepts that all information / instructions will be transmitted to and / or stored at various locations and is accessed by personnel of the Bank (and its Affiliates). The Bank is authorised to provide any information or details relating to the Client to a third party to facilitate the Bank in the providing the E-Banking Services and so far as is necessary to give effect to any instructions.
- (j) Accuracy of Information
  - (i) The Client undertakes (and further undertakes to require Authorized Users) to provide accurate information and disclosures wherever required and shall be responsible for the correctness of the information provided by such Authorized User to the Bank at all times including for the purposes of availing of the E-Banking Services. The Bank shall not be liable for consequences arising out of erroneous information supplied by the Client or the Authorized Users.
  - (ii) While the Bank and its Affiliates will take all reasonable steps to ensure the accuracy of the information supplied to the Customer, the Bank and its Affiliates shall not be liable for any inadvertent error, which results in the providing of inaccurate information. The Client and / or any Authorized User shall not hold the Bank liable for any loss, damages etc. that may be incurred / suffered by the Client / Authorized User, if the information supplied to the Client turns out be inaccurate / incorrect.
  - (iii) If the Authorized User / Client have reason to believe that the Registered Mobile Number is / has been allotted to another person and / or there has been an unauthorised transaction in the Account and / or the Registered Mobile Number is lost, the Client / Authorized User shall immediately inform the Bank under acknowledgment about the same.
- (k) The Bank may refuse to act upon an instruction and take any action the Bank deem appropriate in the circumstances, including cancelling or blocking the Client's rights of access to the E-Banking Service, if :
  - (i) the Bank has reasonable grounds to believe that it was not given by the Client;
  - (ii) the Instruction was not clear or ambiguous, as determined by the Bank;
  - (iii) the Bank believes in its sole discretion that acting upon the Instruction will prevent the Bank from complying with what the Bank considers to be their obligations under applicable law, regulation or guidelines of a regulatory authority;
  - (iv) the Bank believes in its sole discretion that acting on the instruction might cause the Bank to be in breach of a contractual duty or prevent the Bank from complying with their obligations under any contract or arrangement the Bank may be subject to;
  - (v) the Client's rights of access to the E-Banking Services are being used for an unlawful purpose, including but not limited to, a violation of sanctions legislation, anti-money laundering or terrorism financing legislation; or
  - (vi) there has been or the Bank have reason to believe there is about to be an unauthorized disclosure of the Client's security details or other security breach or breach of these terms and conditions generally.

- (l) The Client acknowledges and confirms that only on Connect Online system, they have an option to send instructions to the Bank via Message Center Facility and such instructions are processed manually by the Bank. The Client hereby unconditionally permits the Bank to act on the basis of the instructions received from the Client. The Client agrees to ensure all Instructions initiated via the E-Banking Services are clear and accurate. The Client must also follow any procedures for submitting instructions that may be provided to the Client, including but not limited to, transaction passwords, one time passwords, digital certificates issued by the Certifying Authority, etc.
- (m) The Client agrees that the Bank's records and statements shall be conclusive evidence of the facts reflected in those records and statements.
- (n) The Client agrees to be responsible to ensure full compliance with the local laws applicable to any access and use of the E-Banking Service.
- (o) The Client consents and acknowledges that the Bank shall be entitled to engage the services of any outside agencies to facilitate the development, maintenance and servicing of the E-Banking Services.
- (p) The type of authentication to be used in relation to the E-Banking Services shall be as set out and approved by the Client in the relevant User Application Forms provided by the Client either separately or as a part of the Account Opening document.
- (q) The Client acknowledges that the Bank is not the owner or developer of the whole or any part of the PKI System chosen and used by the Client with the E-Banking Service and that the Bank has not made any representations or warranties regarding that PKI System to the Parties. Parties agrees that the Bank has no liability for any loss or damage caused by any defect or malfunction in the PKI System chosen by the Client.
- (r) The Client Server(s) may from time to time, in accordance with the guidelines set out in the relevant User Guide(s), generate one or more automatic notifications.
- (s) Parties agrees that the Client shall be the sole party responsible for appointing and providing the customer ID, Private Key, Public Key and the Bank's Public Key.
- (t) The E-Banking Services shall not be available on account of any urgent maintenance service.
- (u) Any breach of the Terms and Conditions by the Client shall entitle the Bank to withdraw the said E-Banking Services for the Client.
- (v) The E-Banking Services shall not be available if prevented due to *Force Majeure* events such as factors including but not limited to civil commotion, sabotage, lockout, strike or other labour disturbances of any kind interfering with or affecting the normal functioning of Bank or of the E-Banking Services platform, accidents, fires, flood, explosion, epidemic, quarantine restrictions, damage to Bank's and/or the Bank's vendors' facilities, absence of the usual means of communication or transportation, or factors leading to the unavailability of the Internet for the Bank and/or the Client, or computer hacking, unauthorised access to computer data and storage devices, computer crashes, or any other cause, whether of same or a different nature, unavoidable or beyond the control of the Bank.
- (w) The Client will ensure to prevent the spread of viruses by checking all magnetic tapes, diskettes, cartridges, and all computer software used for transmission of data to the Bank. This includes running a virus check program on the computer where the transmission of data to the Bank will be originated. Client shall not transmit any materials or information through the E-Banking Services which are or may be offensive, indecent and defamatory or which may not be lawfully disseminated under applicable laws or which contains any viruses, malicious code or damaging components.

## 6. Acknowledgements

- (a) The Client hereby acknowledges that it is utilizing the E-Banking Services at its own risk. Client understands and accepts that the Bank shall not be responsible for any of the risks and that the Bank shall disclaim all liability in respect of these risks. These risks would include the various risks as below:-
- (i) Misuse of passwords - Client acknowledges that if any unauthorized/third person obtains access to the password, such unauthorized/third person would be able to have access to the E- Banking Services and to provide instructions to the Bank and transact on the accounts of the Client. In such event, the Bank shall not be liable for any loss, damage sustained to Client. Client shall ensure that the terms and conditions applicable to the use of the password/s are complied with at all times. Also, Client agrees that the Bank will do the setup only as per the User Acceptance Form
  - (ii) Internet Frauds - Internet per se is susceptible to a number of frauds, misuse, hacking and other actions, which could affect instructions given to the Bank. Whilst the Bank shall provide security, to adhere to the standards prescribed by the RBI in respect of security measures, transactions conducted over the internet etc., to prevent the same, there cannot be any guarantee from such internet frauds, hacking and other actions which could affect the instructions given to the Bank. Client shall separately evolve/evaluate all risks arising out of the same.
  - (iii) Mistakes and Errors - Client shall ensure that there are no mistakes and errors and the instructions given by the Authorized User to the Bank and instructions in this regard are without error, accurate, proper and complete at all points of time. On the other hand, in the event of Client's account receiving an incorrect credit by reason of a mistake, Client shall immediately inform and return such amounts to the Bank. The Bank shall be entitled to reverse the incorrect credit at any time whatsoever without any prior notice to the Client. The Client shall be liable and continue to remain liable to the Bank for any unfair or unjust gain obtained as a result of the same.
  - (iv) Technology Risk - Despite following all security and technological measures prescribed by the RBI from time to time, the technology for enabling E- Banking Services could be affected by virus or other malicious, destructive or corrupting code or programme. It may also be possible that the Website may require maintenance/repairs and during such time it may not be possible to process the request of Client. This could result in delays in processing of instructions or failure in the processing of Instructions and other such failures and mobility. Client undertakes and agrees that the Bank disclaims all and any liability, whether direct or indirect, arising out of loss or profit or otherwise arising out of any failure or inability by the Bank to honour Client's instructions for whatsoever reason. The Bank shall not be liable if the instruction given by the Authorised User is not received correctly and/or is not complete and/or is not in machine readable form.
- (b) The Client agrees and acknowledges that the Bank's sole obligation and the Client's sole and exclusive remedy in the event of interruption to the E-Banking Services or loss of use and/or access to E-Banking Services shall be to use all reasonable endeavours to restore the services and/or access to the E-Banking Services as soon as reasonably possible. The Bank makes no other express or implied warranty with respect to the E-Banking Services provided hereunder, including without limitation any warranties of uninterrupted and/or error-free performance of the system forming part of the E-Banking

Services, non-infringement of third party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose.

- (c) At the request of the Client, the Bank at its sole discretion may provide tools including but not limited to extraction programs, converters etc. to facilitate the use of E-Banking Services. The Client agrees that these tools are provided by the Bank solely at the request of the Client. The Bank may use third party service providers for the creation of such tools. The Client agrees and undertakes that the Client shall be solely responsible to confirm the accuracy of the tool and on-going maintenance of the same as per the Client's internal requirements from time to time.

## **7. Security Mechanism**

- (a) The Client agrees to comply with all security procedures that are applicable for the E-Banking Services as provided by the Bank from time to time.
- (b) The Bank will provide such security procedures either electronically as a part of User Manual or on website or via electronic mail or any other process as set out by the Bank from time to time.
- (c) The Client agrees to contact the Bank immediately if they have grounds to suspect any security breach. Provided, however, the Bank will not be liable for any losses incurred by the Client on account of such breach. The Client will be responsible for any instruction that was not given by the Client upon which the Bank has acted in good faith and in circumstances where we complied with security procedures provided to the Client from time to time.
- (d) The Client agrees to comply with all the Bank's instructions on steps to remedy any security breach, including but not limited to providing the Bank with information which we may reasonably request relating to Client's use of the E-Banking service and cooperating with the Bank in any related investigation.
- (e) The Client hereby agrees to receive the authorization password by way of SMS from Bank wherever applicable and/or shall not raise any objection on any grounds whatsoever notwithstanding the fact that the number of the Authorized User might have been registered in the "Do Not Call Registry" with the cellular service provider.
- (f) The Client hereby agrees that receipt of the SMS by the Client is entirely dependent upon the network provided by third party aggregators and cellular service providers.
- (g) The Client represent, confirm and acknowledge that the means and mode of Instructions as envisaged hereunder are non-secure means of communication and liable to delay, non-delivery, corruption, hacking and interception by third parties. Client agrees that the Bank shall be entitled to rely on any communication through such means and mode of Instructions on an "as is" basis without any obligation or duty to enquire into the genuineness or correctness of such communication and all such communications shall bind the Client.
- (h) The security mechanism in respect of IndusDirect and Connect Online shall be as under:
  - (i) The Client shall designate any number of its officials in accordance with its Corporate Authorisation as normal user and Authorized User depending upon the Client's internal policies and inform details in respect of such user(s) and the Authorized User(s) to the Bank in the format prescribed by the Bank from time to time and/or any changes in respect thereof shall be informed immediately to the Bank. The Bank shall not be liable in any manner whatsoever on account of

- the failure and/or delay by the Client to intimate the changes in the details of the designated/ authorised officials.
- (ii) On receipt of such list from the Client, the Bank shall create user ID and password of the respective user and user with authorization rights.
  - (iii) On receipt of the user ID and password, the respective user and user with authorization rights shall login and shall change the password to one of their choice that meets the criteria as prescribed by the Bank from time to time. The Authorised Users may change the passwords from time to time. The passwords also need to be changed at such frequency as may be decided and communicated by the Bank from time to time.
  - (iv) Once the user ID and Password is generated, the normal user and Authorized User will be authorized to carry on the financial transaction under the E - Banking Services.
  - (v) Initially the normal user shall login in to the Website using the login ID and password in respect thereof for the purposes of processing transactions and issue instructions pertaining to the same. The transactions will need to be authorized by the users with authorization rights.
  - (vi) Once the Authorised User logs in the system by using his/her login ID and password, the user with authorization rights can either reject or authorise the transactions recorded in the system by the user s). The said transaction(s) shall be authorised by him/her by using his/her authorisation/ transaction password. Immediately on authorisation of the transactions, the system shall generate another authorisation/ transaction password and the said second password shall be sent to the user with authorization rights on the designated mobile number of the user with authorisation rights as informed by the Client and as recorded in the Bank's records through a Short Message Service (SMS). The said password shall be valid for a short period of time which shall be decided by the Bank from time to time.
  - (vii) If there are more than one Authorised User to authorise the transactions, as per delegated powers conferred by the Client and recorded in the system of the Bank, then the password shall be generated each time when transaction is authorised by each Authorised User.
  - (viii) Once the second password is received by the user with the authorization rights on his/her mobile, the user with the authorization rights, shall, if not already in a logged in position, shall login to the Website by using the login credentials and shall once again authroise the transaction by clicking the "Second password" and entering the password as per the delegated powers in respect of the transaction so raised.
  - (ix) Once the transaction is authorised by the users with the authorisation rights as per their delegated powers registered in the system, the transaction shall be executed and implemented by the system and will be binding upon the Client.
  - (x) The Authorised User upon receipt of the SMS within a span of time as may be prescribed by the Bank from time to time, should login into the Website using the authorisation password, and validate the transactions. In the event of the Authorised User fails to login and authenticate the transactions within the stipulated time of it being generated , the transactions generated by the user shall fail and the user will have to re-initiate the entire process as mentioned herein to complete the Transactions.
  - (xi) The Bank shall from time to time modify and/or amend any features of the security mechanism and the Client shall undertake all the measures so instructed by the Bank to be in compliance thereof and / or with a view to undertake further processing of transactions through the Website.

## **8. Representations and Warranties:**

Client represents and warrants to the Bank that:



- (a) The Client has all necessary power/approvals to perform the obligations under terms and conditions of the Terms and Conditions.
- (b) The Instructions initiated through the E-Banking Services are legally binding and the Instructions so initiated does not violate, breach, conflict with or constitute a default under any law, regulation, rule, judgment prevailing in the country.
- (c) The Terms and Conditions constitutes a valid, legal and binding obligation and is enforceable against them in accordance with the terms thereof.
- (d) Acceptance to the terms and conditions in User Acceptance Form provided either as a separate document or as a part of the Account Opening Document has been duly authorized and will not contravene any provisions of any law/regulation or constitute a default under, any other agreement or instrument to which they are a party.
- (e) The Client further agrees and undertakes to comply, perform, and execute and cause to be done, performed and executed, any act, matter, thing which may reasonably be required in order to effectuate the objective of these Terms and Conditions and to enable the Bank to fulfill its obligations hereunder.

## **9. Indemnity**

- (a) The Bank will not be liable for any loss incurred by the Client in connection with the E-Banking Service including but not limited to any security breach, unless caused by the Bank's gross negligence or willful misconduct.
- (b) The Client shall indemnify and hold the Bank harmless against any loss, damage or costs suffered / incurred by the Bank:
  - (i) as a result of erroneous information supplied by the Client or the Authorized Users;
  - (ii) where Client has opted for straight through processing without authorization via Indus Direct or Connect Online and the Bank has acted on Instructions issued by the Client thereto;
  - (iii) resulting from acts or omissions by the Client or any of the Client's authorized representatives under the Terms and Conditions including but not limited to any breach or violation of the Bank's rights or violation of any applicable law, any failure to prevent security breach or mitigate effects of such a breach and any third party claims arising out of or relating to Client's use of or failure to use the E-Banking Service, unless those losses are caused by the Bank's gross negligence or willful misconduct;
  - (iv) as a result of the Bank processing and clearing a transaction requested by the Client even where there are insufficient funds in the account of the Client;
  - (v) due to misuse of the scanned signatures of the authorized signatories of the Client except those cause by the Bank's own negligence;
  - (vi) the Bank executing Client's Instructions (including instruction in the form of fax/email/telephone) and against all actions, claims, demands, proceedings, losses, costs, any claim made by a third party, charges and expenses as a consequence or by reason of providing the Service or for any action taken or omitted to be taken by the Bank, its officers, employees or agents, on the instructions of Client;
  - (vii) any breach, violation or default of the terms, conditions, representations, warranties and covenants of Client;
  - (viii) any acts of willful negligence, disregard of duties, any unauthorized act, damage or fraud or similar act by the Client or its employees or its Authorized Users; or

- (ix) the use of tools provided by the Bank at the Client's request as specified in Cause 6 (c).
- (c) The Bank will not be liable for any loss whatsoever if the Bank does not act upon the instructions or is prevented from providing the E-Banking Service because of any cause that the Bank cannot reasonably control, including but not limited to:
  - (i) the unavailability of any communication network or other communication system including but not limited to internet or data becoming scrambled or lost during transmission or wrongly communicated due to any reason whatsoever including defects in any communication network, or direct or indirect failure of power supplies, equipment, data processing and communication systems or transmission links or any other reason not within the control of the Bank;
  - (ii) the failure of any settlement system;
  - (iii) circumstances where the Bank is prevented from providing E-Banking Services because of a strike or lockout or any calamity natural or otherwise; or
  - (iv) any other abnormal or unforeseeable or unavoidable circumstances despite efforts to the contrary.
- (d) The Client acknowledges and accepts that unsecure transmission methods such as sending information through the Message Centre Facility and permitting the Bank to act on the basis of the same without verifying the username and password involve the risk of possible unauthorised alteration of data and/or unauthorised usage thereof for whatever purposes. The Client agrees and undertakes not to hold the Bank responsible and/ or liable for any misuse and further agrees to hold Bank indemnified, saved, free and harmless from all losses, costs, damages, expenses that may be incurred by Bank due to unavailability of the Website or inaccessibility of the Website or any errors, delays or problems in transmission of instruction or acting upon the same or unauthorised/ illegal interception, alteration, manipulation of data or otherwise caused by reason of the Client sending transactions via E-Banking Services offered by the Bank even if such losses are identified post the termination of the E-Banking Services.
- (e) Client hereby agrees and declares that it shall be bound by whatever action of the Authorized Users of the E-Banking Services or any inaction on his/their part and shall not challenge the same and further hold the Bank harmless and indemnified in this regard.
- (f) The Client agrees and authorises the Bank to rely and act upon all instructions given by the Client and the Client will be bound by the same and will be liable for any loss, costs, expenses or liability incurred by the Bank by relying on such instructions and the Client agrees to indemnify/ reimburse (as applicable) the Bank for all such losses, costs, expenses or liability, if any.
- (g) In no circumstances will the Bank be liable for any consequential, indirect, economic, special or punitive losses.
- (h) This indemnity clause shall survive the termination of the E-Banking Services.

#### **10. Communications and Mode of Instructions**

- (a) Client hereby authorizes the Bank to accept facsimile/fax message or e-mail followed by a written communication as medium for instructions.
- (b) Pursuant to receipt of instructions, the Bank shall have the right but not the obligation to act upon such instructions.

- (c) The Client will share the transaction files (with transaction data) from registered email ids (with the Bank) only. Transaction request received only from registered email ids of authorized signatories will be processed.
- (d) The registered e-mail IDs from which Instructions can be accepted for processing any Instructions in respect of any of the services availed by the Client. The registered fax numbers from which instructions can be accepted for processing any instructions in respect of any of the services availed by the Client.
- (e) The Instructions shall be in the manner indicated by the Bank from time to time.
- (f) The Bank shall be under no obligation to check the authenticity of the Instructions or the authority of the person or persons giving them. If there is reason to believe that Client has not complied with any of the Terms and Conditions, the Bank may refuse to comply with the Instructions.
- (g) The Bank shall not be under any duty to assess the prudence or otherwise of any Instruction.
- (h) The Bank has the right to suspend the operations through the E-Banking Service if the Bank has reason to believe that Client's Instructions will lead or expose to direct or indirect loss or may require a specific indemnity from Client before continuing to operate the E-Banking Service; however such suspension will only be done after prior notification to Client.
- (i) In the event Client requests the Bank to cancel or modify any Instruction for whatever reason, the Bank will make all reasonable efforts to comply with the request. The Bank shall not be liable for any failure to cancel or modify the Instruction if such a request is received at a time or under circumstances that render the Bank unable to comply with the request.
- (j) The Client shall duly inform the Bank about any change in its email id, fax numbers or the change in authorized officials accessing the said email id or fax and further indemnify the Bank against any miscommunication, error, loss and damage monetary and otherwise caused to the Bank due to the same.
- (k) Client understands and acknowledges that there are inherent risks involved in sending the instructions to the Bank via emails and agrees and confirm that all risks shall be fully borne by them and they assume full responsibility for the same, and further confirm that shall not hold the Bank liable for any losses or damages including legal fees arising upon Bank's performing or non performing or any delay /default in performing any act, by the Bank wholly or in part in accordance with the instructions so received which could be a result of any miscommunication, or technological error beyond the control of the Bank considering the mode in which the same was conveyed .
- (l) The Client undertakes to ensure that access to the Authorized email id through which such request is sent is granted only to the Authorized signatory..Bank shall not be responsible to ensure the authenticity, validity, or source of any instructions and shall not be liable if instruction/s turned out to be unauthorized, erroneous, or fraudulent
- (m) The Client agrees and comprehends the risk and vulnerability involved in the communication process with respect to fax and email and undertakes to extend their full co-operation and support to the Bank for resolving any issues or disputes if any arising due to the any technical error which could not be anticipated by the Bank inclusive of the Force Majeure situations

- (n) The Client further agrees that Fax and email communication shall be applicable and be deemed to be received only during the working hours and Banking Days of the Bank and its branches and offices only.
- (o) That, notwithstanding the above the Bank may, under circumstances determined by it in its absolute discretion, require from the Client confirmation of any instructions in such form as it may specify before acting on the same, the Client confirms to provide and submit such confirmation to the Bank immediately upon receipt of the Bank's request.
- (p) The Client confirms and undertakes that it shall duly inform the Bank about any change in email id, fax numbers or the change in authorized officials accessing the said email id or faxes' and further indemnify the Bank against any miscommunication, error, loss and damage monetary and otherwise caused to the Bank due to the same.

## **11. Confidential Information**

- (a) The Parties acknowledge that they have received and will receive Confidential Information in connection with the Terms and Conditions. The Parties will maintain the utmost confidentiality regarding the Confidential Information at all times and they shall not make any announcement to the public or to any third party regarding the arrangements contemplated by the Terms and Conditions without the written consent of the Parties involved, such consent not to be unreasonably withheld, provided that the Parties to the Terms and Conditions shall not be liable for disclosure or use of any Confidential Information if the same is required to be disclosed under law or regulation or required to be disclosed as per regulatory/statutory requirement. The obligations with respect to Confidential Information under this Clause will survive the termination of the Terms and Conditions.
- (b) Confidential Information shall however not include the following information:
  - (i) Information, which is available in public domain.
  - (ii) Information, which is already known to the receiving Party (from sources other than the other Party) prior to the execution of the Terms and Conditions.
  - (iii) Information which becomes known to the receiving Party independently, other than information which is the subject of confidentiality or becomes known to the receiving Party through violation of any confidentiality obligation.
  - (iv) Information disclosed with the prior written consent of the disclosing party.
  - (v) Information that is required to be disclosed pursuant to a order or direction of the applicable statutory/regulatory authority or governing body or any court of law.

## **12. Intellectual Property Rights**

- (a) The Client acknowledges and agrees that the software and tools installed/provided/utilized by the Bank (by itself or through any of its service provider) shall constitute confidential and proprietary information of the Bank (or such service provider) and embodies the Intellectual Property Rights of the Bank (or such service provider) and its licensors protected under relevant jurisdiction copyright and other laws and international treaty provisions. The Client further acknowledge that all rights, title, and interest in and to the various software and tools installed by the Bank (or such service provider) during the course of providing the E-Banking Services, including associated Intellectual Property Rights, are and shall remain with the Bank (or such service provider) and its licensors.
- (b) The Client shall not be entitled to use the name and logo of the Bank without the prior written approval of the Bank. The Client undertakes and confirms that it shall not infringe upon any of the Intellectual Property Rights of the Bank.

- (c) The Client shall not without the prior written consent from Bank attempt to copy, reproduce, assign, license, lease or disclose, in whole or in part, in any manner modify, translate, disassemble, adapt, abridge, compile, annotate, revise, de-compile or reverse engineer the said program or create any derivative product based on the E-Banking Services as such action is unlawful and is strictly prohibited.
- (d) The Client acknowledges that the software and hardware underlying the E-Banking Services as well as other related software which are required for accessing and availing of the E-Banking Services and the security mechanism provided/ implemented by the Bank are the legal property of the respective vendors and/or the Bank. The permission given by the Bank to access the E-Banking Services will not convey any proprietary or ownership rights in the said software or hardware.

### **13. Termination**

- (a) The Bank reserves the right to terminate the E-Banking Services by providing a notice of 30 (Thirty) days without assign any reason for such termination.
- (b) The Bank may forthwith terminate the E-Banking Services upon happening of any one or more of the following events:
  - (i) The Client commits a breach of all or any of the Terms and Conditions or fails or neglects to observe or commits or allows to be committed any breach of the terms, conditions provision, representation warranties, covenants or stipulations of the Terms and Conditions.
  - (ii) The Client commits breach of any of the warranties given and fails to remedy/ rectify them within 15 (Fifteen) days from the receipt of notice from the Bank.
  - (iii) Closure of business by the Client.
  - (iv) Client becomes insolvent or goes into liquidation, whether voluntary or compulsory, or is unable to pay its debts or makes a general assignment or arrangement or composition with or for the benefit of its creditors or a receiver is appointed to take possession of all or substantially all of its assets or a petition or application for insolvency is filed against the Client.
  - (v) If any of the representations made by the Client is found to be false or wrong
  - (vi) If Client does or suffers any act or thing or omits to do or suffers to be done any act, thing, deed or matter whereof in the consequence of which the business of the Bank may be or is likely to suffer.
  - (vii) If Client acts beyond the scope of the Terms and Conditions or is suspected for falsifying records.
  - (viii) If the Client is in default of or fails to comply with any regulatory or statutory regulations.
  - (ix) If in the opinion of the Bank the interests of the Bank are jeopardized in any manner whatsoever.
- (c) Termination on account of the eventualities mentioned hereinabove shall be applicable to all the E-Banking Services being availed by the Client.
- (d) The Client may terminate the availing of the E-Banking Services, without assigning any reason, by issuing a written notice of 60 (Sixty) days to the Bank.
- (e) The indemnity obligations of the Client shall survive the termination of the E-Banking Services.
- (f) The Client shall pay to the Bank the Fees in respect of the E-Banking Services provided till date of the expiry of the termination period.

### **14. Assignment**

The Bank is entitled to assign their respective rights or obligations under the Terms and Conditions to any third party by a written intimation to the Client.

**15. Change of terms and conditions**

The Bank has the absolute discretion to amend or supplement any of the Terms and Conditions at any time without prior notice. The changed Terms and Conditions for the E-Banking Services introduced shall be displayed on the Website.

**16. Set-Off/Lien**

The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Client's account(s) or in any other account, to the extent of all outstanding dues, whatsoever, arising as a result of the E-Banking Service used by Client after giving prior notice to Client.

**17. Irrevocable**

The Client acknowledges and agrees that any Instructions, including but not limited to the Payment instructions and payment instrument request submitted by the Client for execution, shall become irrevocable once the same are submitted and authorized under any of the platforms under the E-Banking Services for onward processing. Any revocation of such Instructions thereafter shall not be binding on the Bank.

**18. Severability**

If any condition, Clause or provision of the Terms and Conditions not being of a fundamental nature, is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Terms and Conditions shall be affected thereby.

**19. Waiver**

Failure by any Party at any time to enforce any provision of the Terms and Conditions or to require performance by the other Parties of any provision of the Terms and Conditions shall not be construed as a waiver of such provision and shall not affect the validity of the Terms and Conditions or any part of it or the right of the relevant Party to enforce any provision in accordance with its terms.

**20. Governing Laws and Jurisdiction**

These Terms and Conditions and the use of the E-Banking Services shall be governed by the laws of India. The Parties agree to submit to the exclusive jurisdiction of the courts located in Mumbai.

**21. Acceptance**

The Client shall demonstrate its knowledge and acceptance of the Terms and Conditions by the act of any of the Client's Users logging into or otherwise accessing or using the E-Banking Services. If the Client does not agree with any of the Terms and Conditions, the Client shall not use or attempt to use the E-Banking Services in any manner whatsoever including but not restricted to allowing any of the Client's users to log or attempt to log into the Website.



## **ANNEXURE 1 - Additional E Banking Terms & Conditions Applicable for Payments**

- (a) The Client agrees and acknowledges that the said platforms have been granted by the Bank to the Client on a revocable, non-transferable, non-exclusive basis for the sole use of effecting payments through the Bank's E-Banking Service only and for no other purpose.
- (b) The Client hereby unconditionally permits the Bank to act on the basis of the Instructions received from the Client.
- (c) The Client agrees and understands that the terms of these annexure shall be applicable to the Client in the event the Client uses/agrees to use the E-Banking Services for making Payments.
- (d) The Client shall be solely liable for ensuring that sufficient funds are maintained in the account to enable the Bank to provide the Payments facility.
- (e) The Client understands and agrees that as per the applicable RBI guidelines the responsibility to provide correct information in the electronic payment instructions, particularly the Beneficiary's account number rests with the remitter of such information (in this case the Client).
- (f) The Client agrees that while the Beneficiary's name shall be compulsorily mentioned in the Client's instruction, credit will be given by the destination bank based solely on the Beneficiary's account number as mentioned under the Client's instruction.
- (g) The Bank may, at its sole discretion and from time to time, impose maximum and minimum limits on value of funds that may be transferred and/ or on the number of instructions/request that may be carried out by the Bank in a period determined by Bank. In the event of overdraft created due to oversight/inadvertently or due to any other reason the Client shall be liable to pay the overdrawn amount with interest if any due thereon.
- (h) Basis a written request from the Client, basis consideration of business needs, the Bank may agree to increase the said limit as may be mutually agreed. In consideration of the Bank agreeing to increase the daily transaction limit, the Client hereby agrees and undertakes to hold the Bank harmless and to keep the Bank indemnified at all times from and against all losses, costs, damages, claims, liabilities, expenses and all other sums of money which the Bank may be required to pay, suffer or incur and also against all demands, legal actions,(including Attorney's fees) suits, proceedings which the Bank may sustain or incur on account of the Bank increasing our daily transaction limits .
- (i) The Client agrees that the instructions will be deemed to be received by the Bank on the Banking Day when received before the applicable cut off time. Instructions received after cut off times or on a day that is not a Banking Day will be deemed to have been received on the next Banking Day.
- (j) The Client undertakes to ensure that the transactions are authorized as per their corporate authorization including given to the Bank for operating the account. The Bank will rely on Instructions transmitted as fully binding on the Client. The Client undertakes to ensure requests for modification of access rights on E-Banking Service is provided separately as and when the Corporate Authorisation undergoes any changes.
- (k) Client shall ensure that Inward Fund Transfer Service is utilized in agreement with the designated remitters of funds and that such designated remitters are pre-registered with the Bank and that all necessary documents are executed by Client and designated remitters of funds either singly or jointly as deemed prudent by Client.
- (l) It is the Client's responsibility to check the report(s) generated from time to time by the Client server(s) to verify that the payment instructions have been transmitted successfully to the Bank.
- (m) The Bank shall not be concerned with the identity of any the Authorized User and may act on any Instruction received via the E-Banking Services. Parties agree that the Bank is entitled to assume that any Instruction sent via the E-Banking Service has been keyed in by an Authorised User respectively and, agrees to be bound by any transaction initiated by the Bank in response to such an Instruction.
- (n) The Client hereby acknowledges and agrees and undertakes that all transactions carried out by the Authorized User/s through the E-Banking Services shall be binding on the Client.



- (o) The Bank have no responsibility to act upon and shall have no liability in relation to any Instruction from Client until the Bank has sent to Client via E -Banking Service, acknowledgement that the Bank has received such Instruction in comprehensive form. The Bank agrees to give such acknowledgement within the timeframe (if any) stipulated in the relevant User Guide.
- (p) For paper based instruments like demand drafts, corporate cheque, the following terms and conditions will apply:
- (i) The Bank shall carry out the dispatch of the original instrument to the Beneficiary or the Client via courier or any prevailing postal method or the Client may collect the instruments from the designated bank branch premises, such instruments will be made “*Account Payee Only*” and issued only for amounts in local currency.
  - (ii) The Client undertakes to provide complete address for the delivery of instruments or details of the authorized representatives who are authorized to collect the instruments from the bank on their corporate letterhead as a one-time instruction. For any changes, the Client will provide prompt information to the Bank via revised letter
  - (iii) The Client understands and acknowledges that any instruction received by the Bank for “stop payment” request or cancelling the “stop payment” instructions will be processed by the Bank only on best effort basis.
  - (iv) In the event a paper based instrument is lost in transit or stolen or destroyed, the Bank shall act only on a written instruction made by the Client for stop payment to be made on the lost/stolen/destroyed instrument. If required by the Client, the Bank will on request from the Client issue a replacement against indemnity from the Client. The Client request in all such cases must be accompanied by documentary evidence of loss/theft/destruction. The Bank may request additional document in such cases from time to time. In the event the original instrument is presented for payment, the same shall be returned by the Bank irrespective of whether the replacement instrument is paid or not.
  - (v) In case of cancellations for any instrument issued by the Bank, the Client agrees to surrender the original instrument issued by the Bank along with the request for cancellation. Upon cancellation, the Bank will credit the proceeds to the designated current account of the Client. If for any reason, the Client is unable to surrender the original instrument, the Client shall advise the Bank of the same and request for cancellation by providing complete details of the instrument along with reasons for non-availability of the original instrument. Refund if any will be processed only after confirming the non-payment against the instrument by the Bank. In the event the original instrument is subsequently presented for payment, the Bank will honor the same and the Client undertakes to reimburse the money to the Bank such amount thereon with applicable interest if any on the same. The interest rate will be the prevailing interest of the Bank that has issued the instrument.
  - (vi) The Client understands that the payments processed by the Bank through the clearing systems prevailing in India are subject to (a) the clearing system and (b) the beneficiary bank participating in the clearing system.
  - (vii) The Client agrees not to give any instructions to the Bank for crediting the Non Resident Accounts of the beneficiaries through E-Banking Services.
  - (viii) Cheque/demand draft (“DD”) writing service shall include only printing of cheques/DD at the Bank’s locations and / or Client premise with /without facsimile signature/s of authorized signatories.

## **ANNEXURE 2 - Additional Terms & Conditions for Trade Services**

- (a) The Client agrees and acknowledges that the said platforms have been granted by the Bank to the Client on a revocable, non-transferable, non-exclusive basis for the sole use of effecting payments through the Bank's E-Banking Service only and for no other purpose.
- (b) The Client hereby unconditionally permits the Bank to act on the basis of the instructions received from the Client.
- (c) The Client agrees and understands that the terms of this annexure shall be applicable to the Client in the event the Client uses/agrees to use the Trade Services forming part of the E-Banking Services.
- (d) Client shall ensure that all transactions initiated via the E-Banking Services for Trade Services will be governed by the prevailing regulatory guidelines in the country and such other guidelines of International Chamber of Commerce as may be applicable.
- (e) Client understands that the E-Banking Services may be used to initiate requests for letter of credit, bank guarantees, export and import documents and any other products as introduced by Bank from time to time.
- (f) The transactions will be processed by the Bank subject to availability of all supporting documents as per the prevailing regulatory guidelines.
- (g) Where the original documents are required, the transactions will be held at the Bank for processing till such time the Client submits the documents in original as per the prevailing regulatory guidelines.
- (h) Client undertakes and confirms that the transactions initiated by them via the E-Banking Services are permitted freely as per the prevailing regulatory guidelines.
- (i) Client undertakes and confirms that they will be solely responsible for the content of the any cover letter issued for transactions processed under direct export collection services.
- (j) Client undertakes and confirms that for the import documents presented under collection and under letter of credit, the acceptance provided through the E-Banking Services is binding and the Bank will be authorized to process the payment on the due date.
- (k) To the extent of payments processed against Trade Services by the Bank, all other relevant terms of payment as provided in the other annexures shall be applicable to Trade Services also.

### **ANNEXURE 3 - Additional Terms & Conditions for H2H Services, Secure File Transfer Services and API Banking Services**

- (a) The Client agrees and acknowledges that the said platforms have been granted by the Bank to the Client on a revocable, non-transferable, non-exclusive basis for the sole use of effecting payments through the Bank's E-Banking Service only and for no other purpose.
- (b) The Client hereby unconditionally permits the Bank to act on the basis of the instructions received from the Client.
- (c) The Client agrees and understands that the terms of this annexure shall be applicable to the Client in the event the Client uses/agrees to use H2H Services, Secure File Transfer Services and API Banking Services
- (d) The Client undertakes to implement the services as per the technical interface guidelines provided by the Bank.
- (e) The type of PKI system to be used in relation to the H2H Service and/or API Banking Services and/or Secure File Transfer Services shall be set out and approved by each Client in the relevant Set Up Form.
- (f) The PKI System chosen by each Client must conform to the Bank's requirements in respect of the technical specifications required for the H2H Service, as the case may be.
- (g) Notwithstanding that the PKI System chosen by the Client may be provided to the Client by the Bank, Client agrees that each party is solely responsible for generating its Private Key and Public Key and ensuring the due delivery of the Public Key (in the manner agreed to between the Client and the Bank as set out in the relevant set-up form(s)) to the other party.
- (h) The H2H Services/Secure File Transfer Services/API Banking Services shall be activated only upon each Party confirming in writing to the other Party that Party has correctly accessed the first party's Public Key generated for the relevant service. Without prejudice to this term/clause, any change or substitution of either party's Public Key will only be effective after the delivery and/or exchange and validation of the new keys and on a date to be notified by the Bank to the Client.
- (i) Client acknowledges that the Bank is not the owner or developer of the whole or any part of the PKI system chosen and used by the Client with the H2H Services/Secure File Transfer Services/API Banking Services and that the Bank has not made any representations or warranties regarding the PKI system to the Client. The Client agrees that the Bank has no liability for any loss or damages caused by any defect or malfunction in the PKI System chosen by the Client. Client agrees that it shall not be entitled to rely on, any information sent by the Bank in response to any instruction where such information may be accessed freely by the Client without using the Bank's Public Key, and the Bank shall not be liable for any losses arising from such reliance.
- (j) Where it has been agreed between a Client and the Bank that any information or instruction shall not be encrypted by either or both the Client and Bank, the Bank shall not have any liability arising from or in connection with the Interception of or interference with such information or instruction.
- (k) Subject to point (g) above, the Bank shall:
  - (i) have no responsibility to act upon and shall have no liability in relation to any instruction unless the instruction is digitally signed and encrypted by the Customer as per the Bank's guidelines prior to sending such instruction to the Bank; and
  - (ii) encrypt using the Bank's Private Key and information required by the Customer in relation to all instructions and all other information prior to sending such information to the Client.
- (l) The Bank has granted the access to the Services as aforesaid in express reliance upon specific use to which the same shall be put by the Client and the Client/Authorised User shall not use the said platform for any other use what-so-ever. The Client agrees to use the said platform at the designated computer system only which has been informed to Bank at the time of installation of the said platform.
- (m) The Bank shall at its discretion periodically audit the scope of use and Client's compliance to the said services by giving a reasonable notice of such audit to the Client.

- (n) Any breach of terms and conditions shall entitle the Bank to withdraw the said E-Banking Services.
- (o) The Client shall ensure the diligence at their end as regards the accuracy of the data and information prior to transmitting the same to the Bank. The Bank shall merely process the payments received from the Client. The Bank shall in no manner be responsible for any error or discrepancy arising out of incorrect payment on account of any error or omission or incorrect data on the part of the Client.
- (p) The Client agrees that the Client shall be the sole party responsible for appointing and providing the credentials including but not limited to the Customer ID, Private Key, Public Key and the Bank's public Key to Each transaction initiator for the H2H or Secure File Transfer Services or API banking services.
- (q) The Bank shall not be concerned with the identity of any transaction initiator or Authorised User and may act on any instruction and/or Transaction File received via H2H Services/Secure File Transfer Services/API banking services and in general the Bank's E-Banking Services. The Client agrees that the Bank is entitled to assume that any instruction or Transaction File sent via the H2H Service/Secure File Transfer Services/API Banking Services and in general E-Banking Services has been initiated by an authorised transaction initiator or Authorized User and agrees to be bound by any transaction processed by the Bank in response to such an instruction or Transaction File.
- (r) The Client agrees:
  - (i) to take all reasonable and necessary measures to detect and prevent any unauthorized entry or use of their local area network;
  - (ii) to immediately inform the Bank in the event that the Client have (or ought to have) reason to believe that there is or has been unauthorized access or use within their local area network; and
  - (iii) to inform the Bank as soon as possible if the Parties becomes aware that any Public Key or Private Key has been corrupted or is unable to perform validly and/or accurately its function.
- (s) Client acknowledges that the Bank will not be aware of such notifications, the receipt of which is solely within the Client's control, and the Client agrees to inform the Bank such notifications as soon as possible.
- (t) In the event Client opts for Straight Through Processing without any Online Authorisation of the payments, then in such eventuality the Client confirms that
  - (i) It recognizes and comprehends the risks involved in such transactions.
  - (ii) It has exercised adequate controls at its end to ensure the authorisation, authenticity and accuracy of such payment instructions
  - (iii) Further in the event of any transactions initiated or put forth by it on the H2H Services/Secure File Transfer Services/API Banking Services platform without online authorization, then such transaction shall be processed by the Bank entirely at the risk and responsibility of the Client and the Bank shall not be liable for any consequences arising therefrom.

#### **ANNEXURE 4 - Additional Terms & Conditions for Mobile Banking Services**

- (a) The Client agrees and acknowledges that the said platforms have been granted by the Bank to the Client on a revocable, non-transferable, non-exclusive basis for the sole use of effecting payments through the Bank's E-Banking Service only and for no other purpose.
- (b) The Client hereby unconditionally permits the Bank to act on the basis of the instructions received from the Client.
- (c) The Client agrees and understands that the terms of this annexure shall be applicable to the Client in the event the Client uses/agrees to use Mobile Banking Services.
- (d) On first time registration, the users would be required to set the MPIN as a one-time exercise for future access to the application by accepting these terms and conditions. All passwords / MPIN chosen by the Client would require having such minimum characters or strings as the Bank may from time to time specify.
- (e) The Mobile Banking Services shall be activated for the Client after a minimum of 3 (Three) Banking Days from the date of receipt of the application on the Website.
- (f) The Client agrees that any transaction which originates from the Mobile Banking, whether initiated by the Authorized User or not, and shall be deemed to have been originated from such Authorized User and shall be binding upon the Client.
- (g) The instructions received by the Bank from the Mobile Banking shall be effected only after such authentication as may be required by the Bank, generally or specifically for any particular type of instruction, from time to time, including through verification of password allotted by the Bank to the Authorized User.
- (h) The Bank may from time to time upgrade, modify, alter and/ or perform maintenance services on the Bank's Mobile Banking system. The Bank shall endeavour to give prior notice of such routine maintenance service. The Bank shall not be liable for any losses, damages and/ or expenses incurred by the Client in respect of any loss of access and/ or use or interruption in the use of the Mobile Banking system or Services due to the Maintenance services being performed on the same. The Client acknowledges that the authorized user may have to update the Mobile Banking Application from time to time where required.
- (i) The Client shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software and/or hardware underlying the Mobile Banking services and the security mechanism provided/ implemented by the Bank or creates any derivative product based on the software and/or hardware.
- (j) The Mobile Banking services shall be availed through the Registered Mobile Number in the manner indicated by the Bank. The Client availing the Mobile Banking services is solely responsible and liable for the accuracy and authenticity of the instructions provided to the Bank and the use of the Mobile Banking services by the Authorized Users or any other person on behalf of the Client.
- (k) The Bank is in no way liable for any error or omission in the services provided by any cellular or any third party service provider (whether appointed by the Bank in that behalf or otherwise) to the Client, which may affect the Mobile Banking services.
- (l) Terms & Conditions for Biometric Based Authentication

At the request of the Client, the Bank is offering Biometric based authorisation on the Mobile Banking App as an alternative to MPIN. Where the Client opts for the Biometric based authentication, the additional terms & conditions as below will apply:

- (i) "Biometric Based" authentication refers to the access granted to the Mobile Phone of the INDUSIND Mobile Application User basis the Biometric verification including but not limited to Finger Prints, Retina Scans and any other methodology offered by Mobile Handset Companies now and in future.
- (ii) The Client agrees that the access to INDUSIND Mobile Application will be basis the same Biometric that provides access to the phone.
- (iii) The Client agrees that this authentication methodology even though not recognised under regulatory guidelines including but not limited to Information Technology Act, 2000 will

be fully binding on the Client and the Bank will be fully indemnified for the transactions processed by the Customer using these authentication methodologies.

- (iv) The Client agrees that he is solely responsible for protecting the Biometric Access and indemnifies the Bank completely for any fraudulent/duplicate or erroneous instruction given by the use of Biometric Based Access.
- (v) The Client agrees that where the Biometric Based access is opted for, the MPIN will not be required or validated. All transactions will be processed basis the authentication of Biometric Based credentials performed by the handset and One Time Password issued by the Bank for the transaction.
- (vi) In addition to the indemnity given to the Bank as provided hereinabove, the Client agrees to indemnify, defend and hold harmless, the Bank from any losses occurring as a result of:
  - a) the Customer and its Authorized User permitting any third parties access to use the E-Banking Services;
  - b) the Customer and its Authorized User permitting any other person to have access to the mobile phone or as a consequence of leaving the mobile phone unattended or loss of mobile phone or as a consequence creating additional Biometric Based Access created for anyone other than the Registered User on the phone.

#### **ANNEXURE 5- Terms of Payment of Fees**

- (a) The Client shall be solely responsible for payment of all past, present and future central, state and local taxes or levies by whatever name called, as may become due and payable in relation to the E-Banking Services. Bank is entitled to recover the Fees by adjusting the same against the funds belonging to Client or by debit to the Account under Service after giving prior to notice to Client.
- (b) The Client shall be liable to pay interest at prevailing rates on account of any delay or default on its part to effect the Fees (including applicable taxes if any) or any outstanding's payable to the Bank on or before the specified date.
- (c) The Client agrees that the Bank shall have the discretion to charge such Fees as it may deem fit from time to time and may at its sole discretion, revise the Fees for use of any or all of the E-Banking Services. Such Fees shall be notified on the Website and the Client would be expected to appraise itself of the same. Any transactions conducted on behalf of the Client, post such notification, shall imply the Client acknowledgement and acceptance of the Fees posted on the Website. The Client may at any time discontinue or unsubscribe from the E-Banking Services either fully or in respect of certain of its Authorized Users . The Client shall be liable for payment of airtime or other charges which may be levied by any cellular service provider in connection with the E-Banking Services and the Bank shall in no way be concerned with the same. The Fees payable by the Client is exclusive of the amount payable to any cellular service provider and would be debited from the account of the Client on a monthly basis or as may be mutually agreed. The Customer shall be required to refer to the schedule of Fees put up on the Website from time to time.
- (d) The Client shall be liable to pay Fees to the extent and only for the E-Banking Services as availed by the Client under the manner as stipulated in the Terms and Conditions.