

# **Bank of India, Gift City**

## **Internet Banking Terms & Conditions**

### **01. Definitions:**

In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

**"Account(s)"** refers to the Customer's Savings / Current Account and / or any other type of account (each an "Account" and collectively "Accounts", so maintained with Bank of India, Gift City Branch which are eligible Account(s) for operations through the use of Internet Banking.

**"Bank"** means Bank of India, a Banking Company constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its registered office at "Star House" Bandra Kurla Complex, Bandra (East), Mumbai 400 051.

**"Customer"** means a person including individual(s), Company, Partnership Firm, Trust, Club / Association etc. who has an Account with the Bank and who has been authorized by the Bank to access and/or use the Internet Banking Services inter alia on the terms and conditions contained herein.

**"SWIFT"** (Society for Worldwide Interbank Financial Telecommunication) refers to the global messaging network used by financial institutions to securely transmit information and instructions relating to international financial transactions. SWIFT does not hold or transfer funds but facilitates communication between banks for cross-border payments by using standardized codes (SWIFT/BIC codes) to identify banks and financial institutions worldwide.

**BIC (Bank Identifier Code)**, also known as SWIFT Code, is a standardized international code used to uniquely identify a specific bank or financial institution in the SWIFT network. The BIC consists of 8 or 11 alphanumeric characters and is used to facilitate accurate and secure international money transfers. The structure of the BIC includes the bank code, country code, location code, and, where applicable, branch code.

**Internet Banking Services** is the Bank's Services to the Customers through Internet *i.e. Internet Banking* for viewing Account Status; which includes balance enquiry, transactional view, statement of accounts etc.

For eligible retail/corporate users, Internet Banking Services may also include:

- Self-account transfer (between user's own eligible accounts at BOI IBU Gift City)
- Third-party transfers (to other BOI IBU Gift City accounts)
- International fund transfers via SWIFT in permitted foreign currencies, subject to regulatory guidelines and internal policies.

The Bank may also make additions / modifications / deletions to the facilities offered through Internet Banking Services at its sole discretion.

**"Password"** is a secret series of characters comprising of letters of English alphabet and / or numeric numbers and / or special characters.

**"Personal information"** refers to the information provided by the Customer / User to the Bank.

**"Security Device"** refers to any smartcard, token, electronic device, software or hardware or other equipment given by the Bank to the Customer from time to time to enable the Customer to access the Internet Banking Services.

**"Terms"** refers to the terms and conditions for use of Internet Banking Services as detailed in this document.

**"Registered Mobile"** is the mobile number registered with the Bank (in person) for identifying the customer and also for sending the One-Time password (OTP). It is expected that the mobile device will be used only by the customer.

**"IB Credentials"** This includes the Internet Banking User Id and Internet Banking Password.

**"User"** refers to the person(s) authorized to use Internet Banking Services by the Bank, on the request of its Customer.

- In the case of Customer being a Partnership Firm, the partners of the firms shall authorize specific person(s), who will be allowed to have access to Internet Banking Services and the same shall bind all the partners of the partnership firm.
- In the case of Customer being a Company, the person(s) authorized by the board of directors of the Company and in case of a corporate body other than a company the person or persons having substantial power of management and control over such corporate body shall authorize specific person(s), who will be allowed to have access to Internet Banking Services and the said authorization by means of a Board Resolution, Power of attorney or mandate, as the case may be, will be registered with Bank.
- In the case of Customer being an Individual the individual is himself / herself.

**"User-ID"** refers to short collection of characters and/or numerals to be used to identify the User who is issued to have access to Internet Banking Application.

In this document all references to the User in masculine gender shall be deemed to include the feminine gender and

## **02. Applicability of TERMS**

These 'Terms' form the contract between the Customer / User and the Bank for Internet Banking Services. The Customer / User shall apply to the Bank in the prescribed form for use of Internet Banking Services. A Customer / User who has read and understood the Terms (and such other modifications which may be made by the Bank from time to time at its sole discretion) and agrees to unconditionally accept and abide by the same only shall apply to the Bank for availing the Internet Banking Services. By applying for Internet Banking Services, it shall be deemed that the Customer / User has accepted and agreed to abide by these Terms and such other modifications, which may be made by the Bank from time to time. It is further clarified that the extension of Internet Banking Services by the Bank to any Customer / User shall be at the sole discretion of the Bank and Bank may reject any application(s) submitted by any Customer / User without assigning any reasons for such refusal. These Terms will be in addition to and not in derogation of the terms and conditions relating to any account of the Bank Customer.

## **03. Term and Terminations**

This agreement shall be effective as of the date first written above and shall remain in effect unless and until terminated by either party. Either party may terminate this agreement, effective thirty (30) days after sending written notice to the other party. The Bank may suspend provision of the Internet Banking Services to the Customer at any time if the Bank believes that the security or integrity of the Internet Banking Services is at risk.

## **04. Representation and Warranties**

Each party represents and warrants that (i) it has full power and authority to execute, deliver and perform this Agreement and (ii) this Agreement has been duly authorized, executed and delivered by the party and constitutes the legal, valid and binding obligation of the party enforceable in accordance with its terms.

## **05. Service Material**

The Bank may provide the Customer with materials (the "Service Material") including without limitation technical specifications, user manuals, operating guides and Security Procedures (as defined below) regarding the Internet Banking Services. The Customer shall follow the requirements and procedures set forth in the Service Material, which may be revised from time to time.

## **06. Internet Banking Services**

Customer / User are aware that the Internet Banking Services cannot be claimed as a matter of right by any Customer / User and the same are provided at the sole discretion of the Bank. The Bank also reserves the right to refuse / withdraw the Internet Banking Services without assigning any reason.

The User shall procure and install, at his own risk and expense, the software, hardware and/or equipment necessary to access and/or use the Internet Banking Services. The user shall protect his computer from any cyber attack by securing it with supported OS, firmware, antivirus and also not opening/downloading freeware from internet and not opening attachments of mails received from unknown person. The Bank may advise / publish the information related to Internet Banking application on its website from time to time. There will be no obligation on the Bank to support all the versions of Internet Browser software.

All transactions, including self, third-party, and SWIFT transfers, are subject to applicable IFSCA, FEMA, RBI, and AML/CFT guidelines. The Bank reserves the right to reject, reverse, or report any transaction that, in its sole discretion, appears to contravene applicable laws or internal compliance policies

## **07. SWIFT Transfers**

For SWIFT transfers, the Customer acknowledges that additional information/documentation may be required as per regulatory or correspondent bank requirements. The Bank is not liable for delays or rejections by intermediary or beneficiary banks.

All SWIFT transactions shall be subject to applicable laws, regulations, anti-money laundering (AML) checks, sanctions screening, applicable fees, exchange rates, and cut-off timings, which may be updated from time to time

The Bank reserves the right to withhold, reject, or report any transaction if it suspects a breach of law or regulatory guideline, without providing prior notice or reason.

SWIFT transactions are subject to cut-off times, currency holidays, and processing timelines of correspondent and beneficiary banks. The Bank shall not be responsible for delays caused by such external institutions.

By availing Cross Border Transfer or third-party transfer facilities, the Customer confirms that all remittances are for lawful purposes and comply with the prevailing regulations of IFSCA, FEMA, and other applicable authorities. The Customer shall be solely responsible for the accuracy of beneficiary details and compliance with all documentation requirements.

## **08. Fee for Service**

The Customer agrees to pay the Bank's fees for providing the Internet Banking Services which are notified to the Customer from time to time.

## **09. Internet Access**

Upon acceptance of the terms of this Agreement, the User Id and the password for Internet Banking will be mailed to the customer's registered address. It is construed that the registered mobile number of the customer with the Bank can be used for identifying the customer by sending the One-time Password (OTP).

Customer enters the IB user id in the website and customer's registered mobile device will be validated with One-time Password (OTP).

The Customer agrees to be bound by and adhere to the security procedures, terms and conditions notified to the Customer by the Bank (the "Security Procedures"), which the Bank may revise from time to time upon notice to the Customer and/or displaying the same in the website, including without limitation, the following:

- i) The customer agrees to make the IB credentials available only to individuals who are authorized to access the Account balance and transaction information on his/her/their behalf. The customer will be responsible for ensuring that the credentials are known to and used only by the relevant authorized users.
- ii) The customer agrees to safeguard the credentials and to instruct each of his authorized users of the same as per PDPA. The customer will be responsible for ensuring that the registered mobile is used only by him/her.
- iii) The User will be required to change the password assigned by the Bank on accessing Internet Banking Services for the first time. As a safety measure, the User shall change the password as frequently thereafter as possible.
- iv) The User shall not attempt or permit others to attempt accessing the Account information stored in the computers of the Bank through any means other than the Internet.
- v) The customer agrees to notify the Bank immediately of loss or theft of the credentials; any unauthorized use thereof, or any other breach of security.
- vi) The Customer shall ensure that each of his/her/their-authorized users is accessing the information on his/her/their behalf and is bound by these terms of the Agreement.
- vii) The Bank may conclusively presume that all information retrieval using the credentials issued to him/her/them by the Bank, are carried out in the Customer's name.
- viii) The Customer shall ensure the accuracy and completeness of all information provided for SWIFT transactions, including beneficiary details, SWIFT/BIC codes, and purpose of payment.
- ix) The Customer acknowledges that errors in the input of such information may result in delays, rejections, or loss of funds, and agrees that the Bank shall not be held liable for such outcomes.
- x) The Customer agrees to provide updated KYC and source of funds documentation as required for specific transactions, especially for international transfers, and acknowledges that transactions may be delayed or blocked pending such compliance
- xi) The Customer shall not use the Internet Banking facility for any transactions prohibited under Indian law, IFSCA regulations, or international sanctions. The Bank reserves the right to block or reverse any such transaction and report it to the relevant authorities
- xii)

The Customer agrees that the Bank is authorized to honor, rely and act upon any and all information and instructions from his/her/their users, whether or not authorized, which are transmitted in accordance with the Security Procedures set forth above.

## **010. Internet Banking Services Password(s)**

The User unconditionally undertakes, for the purposes of accessing the Internet Banking Services, password(s) of such number of letters / numerals / special characters as may be notified by the Bank from time to time and ensures that the same is kept confidential. If the User forgets the Password, the User may request for the issue of a new Password by sending a written request to the Bank and this shall not be construed as the commencement of a new contract. The Customer / User agrees and acknowledges that the Bank shall in no way be held responsible or liable, if the User / Customer incurs any loss as a result of information being disclosed by User regarding the Account(s) or carrying out the instruction of the User pursuant to the access of Internet Banking Services and the User / Customer shall fully indemnify and hold harmless the Bank in respect of the same. The User shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake.

## **11.Unauthorized Access**

The User shall take all necessary precautions to prevent unauthorized and illegal use of Internet Banking Services and unauthorized access to the Account(s) provided by Internet Banking Services.

## **12.Joint Accounts**

The Internet Banking Services will be available in case of joint accounts, only if the mode of operation is indicated as 'Either or Survivor' or 'Anyone or Survivor' or 'Former or Survivor' (operated by single signing authority) ("Mode of Operation"). In the event that the Mode of Operation is other than as stated above, the Bank reserves the right to make available the Internet Banking Services on a selective basis and on such additional terms and conditions as the Bank deems fit. The access rights on the account shall be dependant on the Mode of Operation given in the account. Further, all transactions arising from the use of Internet Banking Services in the joint account shall be binding on all the joint account holders, jointly and severally.

## **13.Change in Authorized Signatory / Mode of Operation Account/s**

The Customer undertakes to promptly inform the Bank on any change in the User and / or the mode of operation of account/s linked to the Internet Banking Services and also understands and agrees that the Bank may take minimum one working day to effect the changes for Internet Banking Services. Where the Customer is not an individual, change in existing User and appointment of new User shall be made only by way of proper resolution / authorization

#### **14. Mailing Address**

All correspondence / delivery by the Bank shall only be made at the address and / or e-mail address as registered with the Bank. The Bank shall in no way be held responsible for any non-receipt of the same. The IB credentials shall be mailed to the customer at his risk and responsibility.

#### **15. Taxes, Duties, Charges, Costs**

The Bank reserves the right to charge and recover from the Customer a service charge for providing services through Internet Banking Services. Further such cost may be different for local / overseas delivery and may be varied by the Bank without notice. The Customer hereby authorizes the Bank to recover the service charge / cost by debiting any of the Accounts of the Customer or by sending a bill to the Customer who will be liable to make the payment within the period specified in the bill. Failure to do so shall result in recovery of the service charge by the Bank in a manner as the Bank may deem fit along with such interest stipulated by the Bank and / or withdrawal of the Internet Banking Services without any liability to the Bank. All out of pocket expenses where ever applicable will be borne by the Customer, which may be in addition to the any applicable charges for the access/use of the Internet Banking Services, which may be decided by the Bank from time to time. The Customer shall also be liable to pay service tax or any other fees / taxes as levied by Government or any other authorities from time to time, notwithstanding that the Bank may have the statutory obligation to pay it. In the event any authority decides that this document and / or the Application form submitted by the Customer / User is liable to be stamped, the liability to pay the same along with penalty and other monies if any levied, shall be on the Customer / User and in which case the Customer / User shall immediately pay such amounts to the concerned authority / Bank without demur. The Bank shall also be within its right to pay such amounts to the concerned authority by debiting the Customer's account without any notice to the Customer / User.

If the transaction involves currency conversion, the exchange rate applied shall be as determined by the Bank at the time of processing the transaction.

The Bank shall not be liable for any loss arising due to exchange rate fluctuations.

#### **16. Authority to Bank of India for Internet Banking Services**

The display or printed output that is generated by the User at the time of operation of Internet Banking Services is a record of the operation of the Internet access and shall not be construed as the Bank's record of the relative transactions. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

#### **17. Instructions**

All instructions given to the Bank by the User or Customer via access to and/or use of the Internet Banking Services shall be given by the User through such device and in the manner indicated by the Bank. Instructions given to the Bank and transactions carried out under the User-ID and Password of the User/ Customer are irrevocable and binding upon transmission notwithstanding that such instruction may have been given under error, fraud and/or have been forged. The User is also responsible for the accuracy, authenticity and completeness of the instructions provided to the Bank. The Bank shall not be required to independently verify the authenticity and/or accuracy of instructions and an instruction is effective unless countermanded by further instructions.

The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instruction / instruction of the Customer / User. Where the Bank considers the instructions to be inconsistent or contradictory, the Bank may (without being bound to do so) seek clarification from the Customer / User before acting on any instruction of the Customer/ User or act upon any such instruction as it deems fit, at its sole discretion. The Bank states that it has no liability or obligation to keep a record of the instructions supplied to provide information to the Customer / User or for verifying Customer's / User's instructions. The Bank reserves the right, without prior notice to the Customer/ User to cancel or refuse to comply with any instructions at any time without assigning any reason. The Bank shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the Internet Banking Services, at its sole discretion if it has reason to believe that the Customer's/ User's instructions will lead or expose to direct or indirect loss or claim. In such cases, the Bank may require an indemnity or such other security from the Customer before continuing to operate the Internet Banking Services.

#### **18. Accuracy of Information**

The Customer / User is responsible for the correctness of information supplied to the Bank for use of the Internet Banking Services. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the Customer / User. If the Customer / User notices an error in the information supplied to the Bank either in the application form or any other communication, he shall immediately advise the Bank, which will endeavor to correct the error wherever possible on a "reasonable efforts" basis. It is clarified that the Bank shall not be liable to the Customer / User or any other person for acting on such erroneous information supplied by the Customer / User. The Customer also undertakes that they shall fully indemnify and keep the Bank indemnified for any loss, damage or claim sustained to the Bank due to the Bank acting on such erroneous information supplied by the Customer / User.

#### **19. Liability of the Customer, User and Bank**

The Bank shall not be liable for any unauthorized access occurring through the Internet Banking Services and the Customer / User hereby fully indemnifies and holds the Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. The Bank shall under no circumstance be held liable to the Customer / User if the Internet Banking Services is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason. Under no circumstances shall the Bank be liable for any loss or damages whatsoever whether such loss or damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer / User or by any other person. Illegal or improper use of the Internet Banking Services by

immediate suspension of the operations through the Internet Banking Services, in addition to the Customer's liability as per the law of land.

#### **20.. No warranty**

Except as expressly provided herein, the Bank makes no representation or warranty, express or implied, as to the Internet Banking Services, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, or that the Internet Banking Service shall be provided error-free or uninterrupted. Certain information that the Customer may obtain through the Service is provided by third parties. The Bank will not independently verify such information and makes no warranty regarding its accuracy or completeness.

#### **21. Indemnity**

The Customer hereby agrees and declares that he/she/they shall be bound by whatever action of the Customer / User or any inaction on his / her/ their part and shall not challenge the same and further hold the Bank harmless and indemnified in this regard.

The Customer shall indemnify and hold the Bank harmless from and against any and all actions, claims, demands, loss, liability or expenses whatsoever on full indemnity basis, including attorney's fees and costs, resulting directly or indirectly from the Bank's compliance with, or carrying out, any instructions transmitted by the Customer in accordance with the Security Procedures in place between the Customer and the Bank or other wise in accordance with this Agreement.

The Customer will pay the Bank such amount as may be determined by the Bank to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

This indemnity shall survive the termination of this Agreement.

#### **22.Disclosure of Information**

Any third party account and transaction information obtained by the Customer through use of the Service is the confidential property of the Bank ("Bank information"). The Customer agrees not to misappropriate the Bank Information or disclose all or part of such information to a third party. The Customer acknowledges that the bank may disclose information on the Customer to the Bank's affiliates or agents who have a need to know, and to any person or entity that the Customer has authorized to receive such information. In addition, the Bank may disclose such information to satisfy any legal requirement, pursuant to a judicial subpoena or court order, or pursuant to a bank regulatory order, audit or inquiry.

The Customer / User agrees that the Bank or their agents may hold and process their Personal Information and all other information concerning their Account(s) or otherwise in connection with the Internet Banking Services. The Customer / User also agrees that the Bank may disclose to RBI / Head Office / Other Branches of the Bank / Government departments / statutory bodies such Personal Information as may be necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with legal or regulatory directives and/or for fraud prevention purposes.

The provisions of this Section 22 are without prejudice and in addition to any other right of the Bank to disclose any information on the Customer under any applicable law.

#### **23.Change of Terms**

The Bank has the absolute discretion to amend or supplement any of the Terms specified in this document at any time and will endeavor to notify such changes wherever feasible. The Bank may introduce new services within Internet Banking Services from time to time. The existence and availability of the new functions, changes etc. will be published on the Bank's Website ([www.bankofindia.com](http://www.bankofindia.com)) or by any other means, as and when they become available. The Customer / User agree to be bound and shall abide by the terms and conditions as applicable.

#### **24. Non-Transferability**

The grant of Internet Banking Services to a Customer is not transferable under any circumstance and shall be used only by the User authorized by the Customer.

#### **25. Termination of Internet Banking Services:**

The Customer may request for termination of the Internet Banking Services facility any time by giving a written notice to the Bank. The Customer will remain responsible for all actions prior to the time of such cancellation / termination of the Internet Banking Services. The Bank may at its sole discretion withdraw the Internet Banking facility at anytime without incurring any liability to the Bank. The closure of account by the Customer will automatically terminate the Internet Banking Services and if the hardware token is not returned to the Bank, the Bank reserves the right to recover the cost of hardware tokens from the account. The Bank may suspend or terminate the Internet Banking Services without prior notice if the Customer has committed breach of these Terms or the Bank learns of the death, any proceeding for winding up, bankruptcy or legal incapacity of the Customer.

#### **26. Notices**

All Notices to the Bank shall be sent to Bank of India, Gift City Branch to the attention of the Chief Executive or to such other address as the Bank may specify from time to time. All Notices to the Customer shall be sent to the Customer at the Customer's last known address on the books and records of the Bank. All Notices shall be given by mail (first class, postage prepaid, addressed as indicated above) by hand delivery or by facsimile transmission providing transmittal receipt.

In addition, the Bank may also publish the notices in a newspaper or on its web site @ [www.bankofindia.co.in/ibu-gift-city](http://www.bankofindia.co.in/ibu-gift-city). Such notices will have the same effect as a notice served individually to each Customer. Notice and instructions

## 27.Risks

The Customer acknowledges that there is certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and wireless networks, and the Customer hereby expressly assumes such risks. The Customer acknowledges that the Customer has requested the Internet Banking Services for the Customer's convenience, has made his/her/their own independent assessment of the adequacy of the internet as a service delivery mechanism, in addition to the security procedures described in the Service Material and herein, and the Customer is satisfied therewith. The Customer shall be responsible for the proper functioning, maintenance and security of its own systems, communication services, devices and other equipment.

The Customer hereby acknowledges that he is utilizing the Internet Banking Services at the Customer's own risk. These risks include but are not limited to the following risks,

(i) Misuse of Password/ PIN:

The Customer / User acknowledges that if any unauthorized / third person obtains access to his password or hardware token, such unauthorized / third person would be able to have access to the facility, the Bank shall not be liable for any loss, damage sustained to Customer. The Customer / User shall ensure that the terms and conditions applicable to the use of the password as contained in the Internet Banking Services Terms are complied with at all times.

(ii) Internet Frauds:

The internet per se is susceptible to a number of frauds, misuse, hacking and other actions. Whilst the Bank shall aim to provide security to prevent the same, the Bank shall not be liable for any fraud, misuse and/or actions relating to the Internet Banking Services. The Customer shall separately evolve / evaluate all risk arising out of the same.

(iii) Technological Risks:

The technology for enabling Internet Banking Services offered by the Bank could be affected by virus or other malicious, destructive or corrupting code or program. It may also be possible that the site of the Bank may require maintenance / repairs and during such time it may not be possible to process the request of the Customer / User. The Customer 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 provide Internet Banking Service for whatsoever reason.

(iv) Registering & Securing Mobile Device :

It is the sole risk and responsibility of the customer to ensure that the registered mobile device is used only by him. Customer registers his mobile number in person with the Bank for availing the online banking services. The customer shall inform the Bank for changing the registered Mobile Number with the Bank, in case of loss of mobile instrument/change of mobile number. The OTP password sent to this mobile device is at the risk and responsibility of the customer.

The Customer / User understands and accepts that the Bank shall not be responsible for any of the aforesaid risks. The Customer / User also accepts that the Bank shall disclaim all liability in respect of the said risks.

(v) Your email address :

We may use your email address to advise you of any enhancement or changes to our Banking services which may alter our delivery of, or your ability to use the services. You need to keep your email address current. If you do not provide us with a correct email address, you may not receive important information regarding our banking services.

Your email address will not be shared with any organization external to the Bank. It is our policy not to sell, trade, or rent your personal information to any third party.

(VI) No Guarantee of Delivery:

The Bank does not guarantee the time or success of delivery of funds through SWIFT and shall not be liable for delays, misrouting, or failures beyond its control, including those caused by intermediary or recipient banks.

## 28.Governing Law

This agreement shall be governed by and construed in accordance with the laws of GIFT City/INDIA, without regard to the conflicts of law principles thereof. Any action brought in connection with this Agreement shall be brought in Courts of Gift City located in the Country of India. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of such courts and agree not to assert the doctrine of forum non-convenience in any such action.

However, the Bank reserves the right to initiate legal action at any other Court of competent jurisdiction.

The mere fact that a User from a country other than GIFT City/India can access Internet Banking Services through the internet shall not be interpreted to imply that the laws of the said country govern these terms and conditions and / or the operations in the accounts of the Customer through Internet and / or the use of Internet Banking Services.

## **29. Applicability to Future Accounts**

The Bank and the Customer agree that if the Customer opens further Account(s) with / subscribes to any of the products / services of Bank, and Bank extends the Internet Banking Services to such Accounts or products or services and the Customer opts for use thereof, then the Terms shall automatically apply to such further use of the Internet Banking Services by the Customer.

## **30. Assignment**

The Bank shall be entitled to sell, assign, securitize or transfer the Bank's right and obligations under the Terms and any security in favour of Bank (including all guarantee(s) to any person of the Bank's choice in whole or in part and in such manner and on such terms and conditions as the Bank may decide. Any such sale, assignment, securitization or transfer shall conclusively bind the Customer / User and all other persons. The Customer / User and their respective heirs, legal representatives, executors, administrators and successors are bound by the Terms. However, the Customer / User shall not be entitled to transfer or assign any of their rights and obligations hereunder unless permitted by the Bank in writing.

## **31. Right of Set-off and 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 Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Internet Banking Services extended to and / or used by the Customer.

## **32. Proprietary Rights**

All intellectual property rights in or relating to the Internet Banking Services, including any trademarks, service marks, logos, and trade names used in conjunction with the Internet Banking Services are the property of the Bank or its licensors and are protected by applicable copy right, patent, trade mark and other intellectual property law.

The permission given by Bank to access Internet Banking Services will not convey any proprietary or ownership rights in such software.

The Customer shall not violate any of the Bank's intellectual property or other proprietary rights. The Customer shall not disassemble, decompile, reverse engineer, reproduce, transmit, sell, display, distribute, establish any hyperlink to, provide access to, modify, or commercially exploit in whole or in part any part of the Internet Banking Services and/or any information obtained in the course of access to and/or use of the Internet Banking Services.

## **33. General**

The clause headings herein are for only for convenience and do not affect the meaning of the relative clause. The Bank may sub-contract and employ agents to carry out any of its obligations under this contract. All costs incurred by the Customer including telecommunication costs to use the Internet Banking Services would be borne by the Customer.

So long as the Customer / User uses the Internet Banking Services, he/she/they shall be bound by the Terms, which may be amended from time to time. If any Customer / User is not agreeable to the Terms, he should notify the Bank immediately to terminate the services offered to him.

The terms and conditions of this Agreement (as amended and updated from time to time) set out the terms of the agreement between the parties with regard to Internet Banking Services and supersede and terminate all prior agreements and understandings between the parties to this Agreement. It is understood and agreed that the rights and obligations with respect to balance and transaction information available via the Service, and the Bank's execution of Customer's instructions to amend and cancel payment orders based on this information shall be governed by, as applicable, the Bank's terms and conditions governing the Customer accounts and any written service agreements entered into between the parties. In the event of an inconsistency between such terms and the provisions in this Agreement, the provisions in this Agreement shall prevail.

## **34. Miscellaneous Provisions - Notification Request**

The Customer may opt for the transmission of an electronic notification to certain devices including (but not limited to) mobile phones, alphanumeric pagers and personal computers which are capable of receiving text messages such as e-mails. The content of these electronic transmissions may be determined by the selections of the Customer from options provided by the Bank from time to time. The Customer shall be responsible for the maintenance of such devices and the confidentiality of information transmitted in such manner and the Bank shall have no liability in connection with any information transmitted in the manner aforesaid. The Bank reserves the right to implement the abovementioned service and/or to withdraw the said service without assigning any reasons. The Bank also reserves the right to amend the terms and conditions upon which such a service may be provided to the Customer from time to time.

## **35. Severability**

If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this Agreement. The Bank's waiver of any provision of this Agreement shall not constitute a waiver of its rights under that provision in the future, or of any other right.

### **.36. Dispute Handling**

In case customers are having any problems or disputes with the services that we provide, we would like to hear them. Feedback of our customers would enable us in improving our customer service. We will do all we can do, to improve the customer service and also in correcting the mistakes.

When things go wrong customers are expected to contact us first and notify us of the situation.

It is essential that you give us all related information you have to help us resolve your concern. Once your complaint has been resolved, we will check with you to make sure you are satisfied with how your complaint was handled.

### **37.. Entire Agreement**

Without prejudice to the terms and conditions of Internet Banking Services, as amended from time to time, this Agreement, including the Exhibit and all materials referred to herein, supersede all negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties with respect to this Internet Banking Services. It is understood and agreed that the rights and obligations with respect to balance and transaction information available via the Service, and the Bank's execution of Customer's instructions to amend and cancel payment orders based on this information shall be governed by, as applicable, the Bank's terms and conditions governing the Customer accounts and any written service agreements entered into between the parties. In the event of an inconsistency between such terms and the provisions in this Agreement, the provisions in this Agreement shall prevail.

**Customer Signature:** \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_

**Place:**

**Date:**