

## GENERAL TERMS AND CONDITIONS OF ACCOUNTS AND BANKING SERVICES FOR EMIRATES NBD BANK PJSC

In consideration of Emirates NBD Bank PJSC operating through its branch at Mumbai, India (hereinafter referred to hereinafter as “the Bank”) which expression shall include their successors, representatives and legal assigns, agreeing to open an Account (as hereinafter defined) or to perform any transaction or subscribe to any Banking Service (as hereinafter defined), the Customer hereby agrees to the following terms and conditions (Terms and Conditions) to be applied or the proprietors/ owners of the Card. This is in addition to any other terms and conditions applicable on the particular Account and Banking Services.

These Terms and Conditions set forth herein apply on each and every Account held by the Customer with the Bank and govern all transactions between the Bank and the Customer.

The Customer signature on the Bank’s Account opening forms and applications, subscription or usage of any Services/product offered by the Bank and conducting of any transaction with the Bank shall constitute an acceptance to these Terms and Conditions as amended from time to time. The Customer hereby agrees to the below Terms and Conditions:

### Phrasing/Wording

- Words importing only the singular shall include the plural number and vice versa. Where the Account is a Joint Account, reference to single customer shall be reference to both account holders.
- The words importing any gender shall include all genders, words importing person shall include a sole proprietor, partnership, limited liability partnership, private company, public company, hindu undivided family (“HUF”), clubs, societies, public charitable trusts, private trusts and partnership firms having such trusts as partners, corporation or other entity. The heading of the clauses herein shall not be taken into consideration on the interpretation of these Terms and Conditions.
- Reference to these Terms and Conditions shall be understood to be reference to the terms and conditions contained in the Customer’s completed application form of the Account and any terms and conditions stated in any application of any other services.
- These Terms and Conditions and their amendments constitute an integral part of the Account opening documents and relevant Banking Service documentations offered by the Bank to the Customer.

### Definitions:

In these Terms and Conditions where the context so admits the followings expressions shall have the meanings herein designated unless the context otherwise require:

**Aadhaar Number:** means an unique 12 digit identification number issued to an Indian resident by the Unique Identification Authority of India under sub-section (3) of section 3 of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits And Services) Act, 2016;

**Account:** means Current Account, Joint Account, Savings Account, Tiered Savings Account, Fixed Deposits, Recurring Deposits and/or any other type of Account or deposit opened with the Bank under any name singly or jointly operated.

**“Affiliate”** means and includes any company which is the holding or subsidiary company of the Bank, or a person under the control of or under common control with the Bank, or Any person in whom the Bank has a direct or beneficial interest or control of more than 26% of the voting securities. For the purpose of this clause, “control” together with grammatical variations when used with respect to any person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and “person” means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.

**Agent(s):** means person(s), either individual or corporate, appointed by the Bank to support or to provide any part of the Banking Service.

**ATM:** means any automated teller machine whether of the Bank’s or a shared network, at which, amongst other things, the Customer can use the ATM Card issued to perform Account transactions.

**ATM/Debit Card:** means the Debit Card issued by the Bank to the holder, which, either in conjunction with the PIN/ One Time Password and/or Aadhaar number based Biometric authentication or on authentication of the Cardholder’s signature, will allow the Cardholder to perform Account Transactions;

**Authorised Signatory** shall mean one or more individuals authorised by the Customer/Subscriber to open, operate or close the Account or avail Banking Services on their behalf under the relevant authorization documents including but not limited to power of attorney, resolution by the Board of Directors, letter of authority etc..

**Bank:** means Emirates NBD Bank (P.J.S.C), a public joint stock company and bank incorporated under and in accordance with the laws of the United Arab Emirates, having its head office at Baniyas Road, P. O. Box 777, Deira, Dubai, UAE, acting through its Mumbai branch office at No.G-1, Ground Floor and First Floor of ‘5 North Avenue’ Maker Maxity, Bandra Kurla Complex Bandra (East), Mumbai – 400 051 (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and legal assigns.

**Banking Service:** means any kind of banking service(s) offered by the Bank to the Customer including opening of different types of accounts, availing various credit facilities, withdrawal of money from the Account by cheque, draft, order or other wise and without limitation, Internet Banking, Phone Banking, , withdrawals, deposits and payments through ATM, and /or any other kind of Banking Services provided by the Bank to the Customer at any time.

**Beneficiary:** means the recipient of funds through Banking Services.

**Business Day:** means any official working day (other than a Saturday, Sunday or a public holiday) on which the Bank is generally open for business in India.

**Banking Hours:** shall mean the time during which normal banking operations are being conducted by the Bank on a Business Day, i.e from 10 a.m. to 4 p.m. India Time from Monday to Friday and 10 a.m. to 4 p.m. India Time on working Saturdays or any other hours as may be determined by the Bank from time to time during which access to ancillary services are made available pursuant to these Terms and Conditions.

**Card:** includes a Visa Electron/Visa Debit/ MasterCard or any other card organisation acceptable to the Bank and / or its service provider offering credit, debit or any other card program to the Cardholder to pay for goods and services or to withdraw money.

**Cardholder:** means Customer to whom a Card is issued and in whose name(s) a Current or Savings account(s) is established and maintained by the Bank and who has individual authority to undertake financial transactions through the Account. The Cardholders include the principle Cardholder and supplementary cardholder, if any.

**"Customer Care Centre"** refers to the Phone Banking Service provided by the Bank, which shall be available to all Cardholders. All Cardholders availing of the Customer Care Centre shall be bound by the terms and conditions stipulated by the Bank in this regard.

**Customer/Subscriber:** means each and every Person, individual or corporate (whether individual or jointly with others) who is a User or a potential User of Banking Services and has an Account with the Bank and/or is subscribing to or utilizing any of the Banking Service or products at any time such as and without limitation to Electronic Banking Services, Internet Banking Services, Phone Banking Services, and any other services relating to banking as provided by the Bank from time to time.

**Customer's Instructions:** means any request or instructions given by the Customer to the Bank from time to time regarding the operation of the Account.

**Recording of Conversations:** Each party (i) consents to the recording of telephone conversations between the ENBD officials, agents, employees and other relevant personnel of the parties in connection with this product or any potential Transaction, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any proceedings. Further parties agree that the instructions given shall be as good as written instructions.

**Cut-off Time:** means the deadline established by the Bank from time to time by which a particular type of transaction such as bill payment, funds transfer, etc. can be initiated by using the Banking Services.

**Current Account:** means a form of demand deposit wherefrom withdrawals are allowed any number of times depending upon the balance in the Account or up to a particular agreed amount and shall also be deemed to include other deposit accounts which are neither Savings Deposit nor Term Deposit.

**"Domestic Transactions"** refers to the Transactions entered into by the Cardholder using his debit card within India.

**"Do Not Call"** gives you a choice about whether to receive promotional calls/ SMS or not.

**FCNR (B) Account** means a Foreign Currency Non-Resident (Bank) account referred to in Section 5 clause (ii) of sub-regulation (1) of Foreign Exchange Management (Deposit) Regulations, 2000.

**Financial Transaction:** means an entry or set of entries initiated manually / remotely and electronically transmitted to the bank via a Banking Service causing movement of funds affecting the balance in Customer's Account.

**Identification Facilities:** means the Customer Debit Card number, PIN, IVR Identification and/or any other identification facilities.

**Internet:** means a collection of information stored in a computer physically located throughout the world.

**Internet Banking Service:** means a computer based electronic Banking Service offered by the Bank to the Customer (currently known as Banknet or any other name determined by the Bank) through which the Customer can access its Account information, products and other services (including transaction of financial and non-financial in nature) as advised by the Bank from time to time including but not limited to issue of cheque book, balance inquiry, funds transfer, bills payment, account statement through the internet banking website.

**"International Transactions"** refers to the Transactions entered into by the Cardholder on his internationally valid debit card outside of India, Nepal and Bhutan.

**"Merchant Website"** shall mean websites of the Merchant Establishments wherever located which honour the Card for payments to be made by the Cardholder of the goods and services purchased through these websites or otherwise and shall include among others, the websites of stores, shops, restaurants, hotels, utility companies, railways and airline organizations advertised as honouring the Card.

**"Merchant"** shall mean any person who owns or manages or operates a Merchant Establishment.

**Merchant Establishment:** shall mean establishments which honour ATM/Debit Cards issued by the Bank and may include among others, stores, shops, restaurants, hotels, airline organizations and mail order advertisers (whether retailers, distributors or manufacturers), e-commerce sites.

**"Minimum Average Quarterly Balance"** refers to the least amount required to open an account, to maintain the account and avoid the penal charges for non-maintenance of the said minimum balance.

**"NEFT"** means National Electronic Funds Transfer system of RBI

**Non-Resident Indian/ NRI:** means a person resident outside India who is a citizen of India or is a person of Indian origin;

**NRE account:** means a Non-Resident External account referred to in Section 5 clause (i) of sub-regulation (1) of Foreign Exchange Management (Deposit) Regulations, 2000;

**NRO account:** means a Non-Resident Ordinary account referred to in Section 5 clause (iii) of sub-regulation (1) of Foreign Exchange Management (Deposit) Regulations, 2000;

**“One-time password (OTP)”** is an automatically generated numeric or alphanumeric string of characters that authenticates the user for a single transaction or session.

**Online/Internet Instructions:** means any request or instructions through the internet with respect to a Financial or non-Financial Transaction given by a Customer to the Bank.

**PAN:** means Permanent Account Number is an all India unique number having ten alphanumeric characters allotted by the Income Tax Department, Government of India.

**Person of Indian Origin (PIO):** means as is defined in Regulation 2 (xii) of the Foreign Exchange Management (Deposit) Regulations, 2000 and means a citizen of any country other than Bangladesh or Pakistan, if

- a) he at any time held Indian passport; or
- b) he or either of his parents or any of his grandparents was a citizen of India by virtue of the Constitution of India or the Citizenship Act, 1955 (57 of 1955); or
- c) the person is a spouse of an Indian citizen or a person referred to in sub-clause (a) or (b)

**PIN:** means the Personal Identification Number issued to the Cardholder and/or selected by the Cardholder to enable the Card to be used at an ATM, retail outlet accepting PIN, and other self-service terminals.

**“POS Terminal”** shall mean the point of sale (POS) electronic terminals at Merchant Establishments whether in India or overseas, capable of processing card transactions and at which, amongst other things, the Cardholder can use his Card to access the funds from the Account linked with the Card to make purchases.

**“Primary Account”** shall mean such primary Account that is linked to the Card.

**“Reserve Bank of India/RBI”** means the Reserve Bank of India established under the Reserve Bank of India Act, 1934;

**Relative:** (for NRE and NRO accounts) shall mean, with reference to any person, means anyone who is related to another, if— (i) they are members of a Hindu Undivided Family; (ii) they are husband and wife; or (iii) one person is related to the other in such manner as may be prescribed;

**“RTGS”** stands for Real Time Gross Settlement. RTGS system is a funds transfer mechanism where transfer of money takes place from one bank to another on a “real time” and on “gross” basis

**Savings Account:** means a form of demand deposit which is a deposit account whether designated “Savings Account”, “Savings Bank Account”, “Savings Deposit Account” or other account by whatever name called which is subject to the restrictions as to the number of withdrawals as also the amounts of withdrawals permitted by the Bank during any specified period;

**“Schedule of Fees/Charges”** shall mean schedule of fees/charges as prescribed by the Bank from time to time on the Bank’s website/branches etc.

**“Shared Network”** shall mean RuPay/VISA/MasterCard or any other networks which honor the Cards.

**“Tariff Annexure”** means an annexure detailing the charges applicable for the services offered on the Card. These charges are subject to changes at the sole discretion of the Bank. Normally, any such changes in charges may be made only with prospective effect giving prior notice of 30 days to the Cardholder.

**Software:** A set of instructions commonly known as a computer program, written and compiled in a language which is readable and executable by an electronic machine.

**Swift:** Society for Worldwide Interbank Financial Telecommunications, a computer network which provides interbank communication facilities worldwide.

**Term Deposit/Fixed Deposit:** means a deposit received by the Bank for a fixed period and which is withdrawable only after the expiry of the said fixed period and shall also include deposits such as Recurring/ Cumulative/ Annuity/ Reinvestment deposits, Cash Certificates, and so on.

**User:** One or more individuals authorised by the Customer who is/are assigned a password, and/or User Identification issued by the Bank to access Banking Service.

**User Identification:** The Customer Identification number or word advised by the Bank to the Customer for the purposes of identification while using the Banking Services.

**Value Date:** means the date on which the funds pertaining to a Financial Transaction are made available to the Beneficiary.

**Website:** means the website bearing URL [www.emiratesnbd.co.in](http://www.emiratesnbd.co.in), content of which is owned and controlled by the Bank.

**Working days** means any day the bank is open for business not included weekends and public holidays, in any city where the Bank has a branch.

Customer or Subscriber are used interchangeably throughout the Terms and Conditions. The Bank and the Subscriber are hereinafter, where the context so permits, are collectively referred to as “Parties” and individually as “Party”.

## **A. Bank Accounts:**

### **1. General Terms :**

- i. Any opening and maintenance of the Account is subject to the rules and regulations introduced or amended from time to time by the RBI or any other regulatory body. The Customer agrees that the Bank before opening any Account, will carry out a Customer due diligence as required under the Know Your Customer ("KYC") guidelines of the Bank which is required under the Prevention of Money Laundering Act, 2002. The Customer would be required to submit necessary documents or proofs, such as identity, address, signature, photograph and any such information to meet with KYC, Anti-Money Laundering ("AML"), Combating Financing of Terrorism ("CFT") or other statutory/regulatory requirements. Further, after the Account is opened, in compliance with the extant regulatory guidelines, the Customer agrees to submit the above documents again at periodic intervals, as may be required by the Bank.
- ii. It is the Customer's responsibility to ensure that the documents provided by him/her/it to the Bank to comply with the Bank's KYC norms are, at all times a valid and subsisting and it is the Customer's obligation to update the Bank if there is any change thereto. In the event of non-compliance of KYC requirements by the Customer, the Bank shall, in compliance with applicable KYC norms issued by Reserve Bank of India and without any risk or liability to it, take steps to limit or restrict the operation of the Account by imposing a partial or total freeze on its operation and in case of continuing non-compliance take steps to close the Account under intimation to the Customer.
- iii. In addition to the terms and conditions, set forth in the completed application form signed by the Customer/Account holder, the Customer agrees that the following terms and conditions are applicable to the Accounts opened with the Bank:
- iv. Subject to the Bank's sole discretion, the Customer acknowledges that no Account will be opened until all documentations required by the Bank are received and in the opinion of the Bank, being satisfactory to open the Account.
- v. The Customer agrees that no amount in cash shall be paid to any sales representative of the Bank at the time of opening an Account or for carrying out any transaction in the normal course of the business. The Bank may accept deposit of cheque(s) for opening of an Account subject to the terms and conditions determined by the Bank from time to time. Third party cheques will not be accepted for purpose of initial funding of opening any Account or deposit. An Account may be opened in the names of:
  - a) An individual in his/her own name;
  - b) two or more persons in their joint names;
  - c) Sole Proprietorship;
  - d) or any other entities including companies and partnerships.
- vi. The Customer shall furnish the Bank immediately with a copy of its authorisations, licenses and constitutional documents including but not limited to trade licenses, memorandum and articles of association together with their addenda, register and resolution of shareholders certificate of commercial registration, partnership deed and any other documents etc. that the Bank may require for opening the Account together with copies of all amendments to such documents which may from time to time be made.
- vii. The Customer shall legalise and attest all documents executed outside the geographical limits of India by the concerned local authorities, the consulate of India which has jurisdiction over the location where the execution of documents took place and any other competent Central or State Government authorities or bodies in India

### **2. Account Operating Authority:**

- i. The Customer shall, at the time of opening the Account, give to the Bank account operating authority details:
  - a) for all authorised persons; and
  - b) for joint accounts, the method of operation (either, any one account holder to give instructions or all account holders to give instructions jointly). If no method of operation is specified, any one account holder may operate the joint account.
- ii. The Bank shall act on the account operating authority until varied by the Customer (by removing or adding authorised persons) or cancellation. Any instructions for variation/cancellation in account operating authority shall be submitted by the Customer to the Bank in writing. On receipt of the instructions, the Bank will vary or cancel the account operating authority. The variation or cancellation becomes effective within seven banking days after the Bank accepts the instructions. The Bank may continue to act on the existing account operating authority until the variation or cancellation becomes effective.
- iii. The Bank may honour for payment all cheques and other instruments signed in accordance with the previous authority if they are dated before, but presented only after the Bank has processed the instructions to vary and/ or cancel the authority.
- iv. The Bank will rely on any instructions given by an authorised person in accordance with the account operating authority. An authorised person must use the same signature for all products as used on the account operating authority.
- v. An Account may be opened in joint names; the joint account holders shall nominate one of them to become their sole representative in all dealings and correspondence with the Bank. In the absence of any such instructions the Account shall be operated jointly by all the Account holders and the Bank may send the correspondences relating to the Account to the address mentioned in the account opening application form.
- vi. The Bank shall be entitled to place to the credit of any Account in the account holders joint names all amounts, including dividends, interest and capital funds arising from securities or proceeds of cheques or bills, received or collected by the Bank for the credit of the Customers.
- vii. The Customer shall immediately inform the Bank in writing of any changes to the legal status of the Customer including any change to or incapacity of the Authorised Signatories.

### **3. Cheque book and cheque deposits:**

- i. The Bank may at its sole discretion issue the Customer a cheque book facility for withdrawal of funds /making payments from the Account which may either be sent by courier /mail at the Customer's absolute responsibility and risk and without any liability on the Bank, to the address specified in the Account application form, or the Bank may make the cheque book available for collection by the Customer or his representative at the branch at which the Account was opened
- ii. If a cheque is credited to the Account is subsequently dishonoured, the amount thereof will be debited to the Account and the cheque returned to the Customer at his last known mailing address as per the Bank's records (subject to these Terms and Conditions) and the Bank will levy applicable service charges. In the event the amount in the Account is not sufficient, the Bank shall be entitled to recover the same from any other account of the Customer, held with the Bank, along with interest levied at the prevailing commercial rate on such funds used by the Customer and for the period used.
- iii. Dishonour of the cheque due to insufficient funds, will constitute a criminal offence under the provisions of the Negotiable Instruments Act, 1881 and may be punished with imprisonment and may also lead to closure of the Account by the Bank. The Bank will incur no liability or responsibility for making the decision.
- iv. The Customer shall only deposit into the Account monies which the Customer is legally entitled to deposit. The Customer understands and acknowledges that the Bank is entitled to information with regard to the source of any monies being deposited in the Account and the Customer shall, upon demand, without demur or dispute, inform the Bank of any such source of monies. In case of any cash deposits to be made in the Account exceeding Rupees Fifty Thousand only (Rs. 50,000) or any other amount, in line with the requirements of the Income Tax Act, 1961 the Customer making such deposit shall be required to provide PAN. Further, it is agreed that the Customer shall under no circumstances indulge in any scheme for making remittance towards participation in lottery, money circulation schemes, other fictitious offers of funds, etc. and the Customer acknowledges and understands that collecting and effecting / remitting such payments directly/indirectly outside India would make himself liable to be proceeded against with, for contravention of the Foreign Exchange Management Act, 1999 besides being liable for violation of regulations relating to Know Your Customer (KYC) norms / Anti Money Laundering (AML) standards.

### **4. Withdrawals / Payments:**

- i. All cash withdrawals shall be permitted only through the printed cheque forms/ withdrawal slips supplied by the Bank at its branches and/or through the ATM/Debit Cards issued by the Bank and/or any other mode as may be intimated by the Bank from time to time.
- ii. The Bank shall be entitled to debit the Customer's Account for any cheques, bills of exchange, promissory notes and orders for payment drawn, accepted or made by the authorised signatory (ies) and to carry out any instructions given by him/ them or by attorney(s) duly authorised by him/them in connection with the Account(s) notwithstanding that any such debiting or carrying out may cause, such Account to be overdrawn or any overdraft to be increased, but always without prejudice to the Bank's right to refuse to allow any overdraft or increase of overdraft. The Customer is personally and separately fully liable in addition to being jointly liable (in case of joint account holders) for any overdraft or obligations arising in or in connection with the Account.

### **5. Nomination:**

- i. Nomination facility is available for the Account in the case of Accounts held by individuals. Only one nominee is permissible for an Account and the nomination is to be made by the Customer. The Customer should ensure that he/ she gets/ is given the acknowledgement as per the Banking Companies (Nomination) Rules, 1985, framed by Reserve Bank of India. The Customer is at liberty to change the nominee, through declaration in the appropriate form to revise the nomination during the currency of the Account with Bank.
- ii. In case of death of a Customer, the Bank shall have the right to release the money lying to the credit of the Account of the Customer to the nominee appointed by the Customer or the legal heirs of the Customer, as the case may be. The Bank may retain any and all funds in the Account until it establishes the identity and credentials of the successor(s) to its sole satisfaction, and the Bank reserves the right to demand and inspect requisite documentation in this regard, including a succession certificate/probate of a will of the deceased Customer. In case the Account is a joint account where the account is opened with the survivorship clause ("either or survivor" or "anyone or survivor" or "former or survivor" or "latter or survivor"), the Customer agrees that in the event of death, insolvency or withdrawal of any one or more of the Account holders, the balance in the Joint Account shall be paid to the surviving Joint Account holder(s) and in the event there are no surviving Joint Account holder(s) to the nominee(s) if any, or to the legal heirs of the Joint Account holder(s) subject to the discretion of the Bank, provided there is no dispute among the survivor or survivors or legal heirs or there is no order from the competent court restraining the Bank from making the payment from the Account. Without prejudice to the foregoing, in the event of the death of the Customer, the Bank reserves the right to pursue all courses available to it under law and equity, at its discretion to recover any outstanding from the Customer. Notwithstanding the aforesaid, Customer agree that in case of Term/Fixed Deposit with "Either or Survivor" or "Former or Survivor" mandate, Bank is permitted to allow premature withdrawal of the Term/Fixed Deposit by the surviving joint depositor on the death of the other, in case there is a joint mandate from the joint depositors to this effect.
- iii. Bank may place a hold on the Account and stop all operations when any Account holder dies or is declared incompetent or it is revealed that he is of unsound mind or a restriction is placed on its operations, although the Bank can continue to levy charges on such Accounts and claim such amounts as are due to it under any bankers lien or otherwise.
- iv. In the absence of any nominee, the Bank may retain any and all funds in the Account until it establishes the identity and credentials of the successor to the Account holder to its satisfaction, which may include insisting on a succession certificate/probate of a will or any other evidence as may be required by the law for the time being in force.

**6. Aadhar Number:**

- i. Aadhaar Number of Customer from a KYC point of view will be updated against personal data.
  - ii. In case of joint account, Aadhaar Number of only one holder will be updated for the Account.
  - iii. The Customer authorizes the Bank to share the Aadhaar Number with National Payment Corporation of India (NPCI) for receiving Direct Benefit Transfer credits.
  - iv. Aadhaar number may be updated on one Account for the Customer and hence will not be updated if the same Aadhaar number is provided subsequently to be updated in another Account maintained with the Bank.
  - v. Customer also give consent to the Bank to disclose my Aadhaar number, as well as other related information, not restricted to the linked account number, to external institution(s) and/or regulatory body/bodies and/or statutory body/bodies and/or any other agent/s and/or vendor/s and/or contractors with whom the Bank enters, or has entered into any arrangement, in connection with providing of services / products based on this consent.
7. The Bank shall be entitled without reference to the Customer to debit the Account in respect of all expenses, taxes, duties, and any charges contained in any relevant tariff or agreement including without limitation, legal charges, all charges for dishonored cheques, stopped cheques and interest in debit balance (whether authorised or not).
8. The Bank further reserve the right to levy service charge if the balance on the Account falls below the required minimum during a calendar month or does not meet other required criteria determined by the Bank from time to time. The Bank shall have the right to vary the charges/fees on the Account or any transaction or Banking Service at any time at the Bank's sole discretion without prior notice to the Customer. The Bank is hereby authorised to debit the Customer's Account(s) with all interest commission and/or other banking charges and expenses (including legal charges) incurred in connection with the Account(s) without reference to the Customer.
9. All payments orders, exchange operations and sale or purchase of securities undertaken by the Bank on behalf of the Customer shall be at the risk and expenses of the Customer. Neither the Bank nor any of its agents shall be liable for any error, omissions, mutilation, interruption or delay occurring in their transmission.
10. The Customer accepts all costs, expenses, and risk whatsoever in connection with any Account denominated in a foreign currency including without limitation, any legal or regulatory restriction international or domestic affecting the Bank and the Bank shall not be liable for any loss or delay pursuant thereto. Withdrawals in foreign currency notes shall be subject to their availability at the Bank's branch. The Bank reserves the right to charge the Customer commission on cash deposits and withdrawals to/from foreign currency Accounts if such deposits and withdrawals are not in the same currency as the Account. Conversion from one currency to another shall be at the Bank's rate of exchange as determined by the Bank from time to time. The Bank shall not be held liable for any exchange loss incurred by the Customer in converting or transferring the balance from one currency account to another currency account of the Customer or any third parties.
11. All money's securities, bonds, collateral, shares, shipping document, banknote, gold or other valuables and property of whatever nature which are held in the name of the Customer by the Bank whether in any type of Account whatever or otherwise shall be so held as security to guarantee the settlement of any debit balance due to the Bank arising under these Terms and Conditions or any other credit facility agreement or loan granted or will be granted to the Customer in future.
12. Furthermore, the Customer agrees to keep it within the Bank's possession as "collateral against credit facilities or loans" until the Customer fully pays his indebtedness to the Bank including due interests, commissions expenses and other due charges.
13. If the Customer does not pay such indebtedness to the Bank's on its first request, the Customer herewith authorises the Bank to set off the outstanding balance from his possession held in "collateral against credit facilities or loans" account without having to notify or inform him beforehand. This authorisation is irrevocable and the Customer cannot cancel it without the Bank's written consent. The Bank shall have the right to always set off the balances of the Customer's Accounts. The debit balance of anyone of the Customer's Accounts will be secured by the credit balance of any other one of his Accounts including Accounts opened in any other foreign currency. The Bank may debit any of the Customer's Accounts opened with the amount of any bills, guarantees, cheques and drawings, given, presented or purchased and signed by the Customer.
14. Any delay or omission by the Bank in exercising or enforcing (whether wholly or in part) any right or remedy arising in respect of the Account shall not be construed as a waiver of such right or remedy.
- 15. Account information/ Statements: -**
- i. The Bank shall send a statement of Account to the Customer the frequency of which will depend on the Account type and can be varied at the Bank's sole discretion.
  - ii. The statement must be carefully checked and reviewed by the Customer on receipt and any error or discrepancy in the Account statement should be notified to the Bank in writing to the Bank within fifteen days (15 days) of the statement date as it appears in the Bank records. If no such notice is given by the Customer, the statement is deemed to be correct and the

Customer may not thereafter raise any objections to the statement. If the Customer does not receive a statement of Account for any period, it is the responsibility of the Customer to request a statement from the Bank within one month of the date on which such statement would normally have been sent to him/them.

- iii. The Bank will be dispatching the statement of Account to the Customer's address stated in the Account application at the agreed frequency. However the Bank shall suppress, in the system, the generation of statements and discontinue their dispatch if the statement dispatched to the Customer's address, as appearing in the Bank's records, are returned undelivered consecutively on two or more occasions, till such time the Bank is provided with an alternative address for mailing the statements and those statements not mailed to the Customer, may be collected from the Bank premises after serving sufficient notice for retrieval from the system.
- iv. The Customer hereby absolves the Bank from any consequences, losses, damages, claims or other rightful acts, which the Customer may otherwise have against the Bank arising either directly or indirectly, of the Bank not dispatching the statements of Accounts. Furthermore the Customer understands that the Bank will not be responsible in any way for the Customer's inability to verify the correctness or the propriety of the entries in the statements, owing to the Bank withholding the statements, and agrees to indemnify and hold the Bank indemnified against any loss, damage or claims which may arise by virtue of above.
- v. The Customer must immediately inform the Bank in writing of any change in the details given on Customer information/ Account opening form/application and any subsequent changes thereto.
- vi. The Customer may be given an option to access his Account statement via the Internet Banking Service if he subscribes to the Bank's Internet Banking Service. If the Customer opts for this Service, once the Account statement becomes available on the Bank's website, the Bank will deliver a notice of availability ("the Notice") to the Customer's email address in the Bank's record. The Customer shall be deemed to be bound by the following terms and conditions, as amended by the Bank from time to time:
  - a) The Bank shall be deemed to have delivered the statement of Account to the Customer upon receipt by the Customer of the Notice.
  - b) The Customer agrees to notify the Bank within twenty four hours (24 hours) of the receipt of the Notice if he is unable to get access to the statement of the Account. Upon expiry of such period the Customer shall be deemed to have received and accessed the statement of the Account.
  - c) The Customer agrees to notify the Bank with regard to any discrepancies, omissions, inaccuracy or wrong entry in the statements of Account within fifteen days (15 days) from either:
    - the date of delivering the statement of Account by the Bank pursuant to clause 15(iii) above; or
    - If the Customer is unable to access the statement of Account and notifies the Bank pursuant to clause 15(v)) above upon the Customer receiving and getting access to the Account statement.
  - d) In addition to the above, the Customer acknowledges the risk that is associated with the data received/delivered through the internet/e-mail including any confidential information that might have been accessed or seen by third parties. The Account Customer release and discharge the Bank, its employees, officers and representatives with regard to damages suffered by the Customer directly or indirectly due to such unauthorised access by or disclosure of confidential information to third parties.
  - e) The Customer understands and agrees that the storage of information including without limitation, the username, password, the Account information, transaction activity, the Account balance and /or any other information stored on the Customer's personal computer shall be stored at the Customer's risk and liability, the Bank shall not be responsible for any unauthorised access by or disclosure of information to third parties.
  - f) The Customer agrees that the Bank may at its sole discretion restrict or terminate the Customer's use of the service stated herein. The Customer further agrees that the Bank may stop sending him statements for his Account by physical mail if he opts to use the service stated in this clause.
16. The Customer agrees that the Bank shall abide by the applicable laws and competent authorities instructions to freeze any funds in the Customer's Account or take any action necessary if the Bank believes that funds have been obtained through illegal means or transactions. The Bank may report any suspected or confirmed money laundering or other suspicious or illegal activities or transactions in or related to the Account or Banking Services to the competent authorities in India.
17. The amounts or funds deposited in the Customer's Account or held in the Customer's name cannot be assigned or charged by the Customer to any third party by way of security without the Bank's prior written approval.
18. The Bank reserves the right to and the Customer hereby authorises the Bank to debit the Customer's Account (in case of insufficient balance to overdraw the Account) in case of crediting any funds to the Account due to system error, technical error or malfunction, clearing system error, human error, or any other reason without any liability on the Bank and the Customer hereby waives any right to file any claim or lawsuit against the Bank as a result of exercising its right under this clause.
19. The Customer agrees that the Bank has ownership rights and interest with respect to the Account number and Customer Identification number and has the right and privilege to modify or change the Account number or Customer identification number at any time without notice.

20. Individuals opening Accounts for any company, firm, organisation or partnership before the effective and formal establishment of such company, partnership, or firm accept full personal responsibility for these Accounts notwithstanding being designated with a corporate or other name and irrevocably undertake to indemnify the Bank jointly from all consequences of the use of such designation or Accounts until effective establishment of the company, firm or partnership.
21. Subject to any minimum balance or salary transfer requirement, Banking Service fees and/or any other requirements, the Customer may request the Bank in writing (or through Internet Banking Service whenever possible) to establish and open an additional Account but with a different account number. Unless agreed otherwise, these Terms and Conditions shall apply to any Accounts opened with the Bank and linked to the Customer Identification Number (basic Account number) without any need for executing fresh account opening documentation for such Accounts newly opened.
22. The Bank may provide the Customer with a telephone number to enable him to inquire about the status of his Account with the Bank including without limitation the Account balance, the transactions in the Account and any other information relating to the Account. The Customer agrees that the Bank may respond to such inquires and furnish the requested information to any Person claiming to be the Customer, provided that the Bank has followed its normal customer verification procedures.
23. The Customer may also obtain balance information relating to the Account or get a verbal or written history of the Customer's transactions by calling the 24-hour telephone banking service of the Bank, or availing of the Facilities under Internet Banking or using the Facilities of an ATM.
24. Without prejudice to what stated in the above clause, if at any time cheques issued on the Customer Account return or bounce unpaid due to insufficient balance in the Account, the Bank may close the Account pursuant to the applicable laws and regulations of India.
25. The Customer shall provide the Bank with all/any such information regarding the activities conducted through the Account, if so requested.
26. The Bank will intimate the customer by way of SMS or Email for all types of transactions irrespective of the amount involving usage of cards. The Bank will levy charges for sending SMS alerts to the customer on actual usage basis.

**27. TAX DEDUCTION AT SOURCE (TDS)**

Tax will be deducted at source, on the interest income as prescribed under the Income Tax Act, 1961 and as amended from time to time. Unless specified otherwise, the certificate for TDS may be issued by the Bank on a quarterly basis covering all interest accruals/payments for that quarter of the financial year consolidated for all deposits. No liability is placed on the Bank to pay the amount specified on such advice and the said amount mentioned on fixed deposit advice is subject to the applicable taxes. In the event the Customer does not furnish Form No.15 (G) / Form No.15 (H) / appropriate Income Tax exemption certificate to the Bank, wherever applicable, the Customer authorizes the Bank to debit the Fixed Deposit Account with the TDS applicable on the interest on such deposits or Customer's other deposits or Bank Account(s) existing and/or to be opened in future. In case of Joint Fixed Deposits, the incidence of TDS would be on the Joint Account Holder whose name appears first in the application form. In the event the amount of tax to be deducted is less than the amount of interest available for deduction, Bank is entitled to recover the same either from another Account of the Customer and/or from the principal of the Fixed Deposit itself and for that purpose the Bank is also entitled to prematurely break the same, without any liability for the loss arising out of such premature encashment.

**28. Dormant Accounts:**

The Bank shall flag the Account as "Dormant" if the Account remains inoperative for over a consecutive period of 2 (two) years and no Transactions are carried therein. If the Account is categorized as Dormant, then in such case the Bank may make reasonable endeavours to inform the Customer (including any joint holder/s) at least 3 (three) months before the Account is classified as a Dormant Account. Further the Bank shall also make reasonable endeavours to inform the Customer (including any joint holder/s) of the procedure to be followed to activate the Account. The Customer agrees that the Bank may place restrictions on the operation of the Account till such time the Customer activates the Account through a process specified by the Bank. For the purpose of this clause, 'Dormant' shall mean any credit or debit transactions to be carried by the Customer as well as third parties in the Account through the following modes:

- i. Transactions through cheque;
- ii. Cash or cheque deposit;
- iii. Withdrawal or deposit through ATM;
- iv. Transaction through internet;
- v. Transaction by standing instruction and Electronic Clearing System;
- vi. Transactions through /Phone/Kiosks;
- vii. Transaction through Real Time Gross Settlement/ National Electronic Funds Transfer;
- viii. Such other transactions as may be prescribed as per the RBI / law.

- i. **Account Closure:** Closure notice by Customer – The Customer may close the Account by giving prior written notice at any time to the Bank after payment of all monies due to the Bank at the time of closing the Account. The Bank may close, freeze or suspend dealings on the Account after deduction of all monies due to the Bank, and cease accepting funds to be credited in the Account, without prior notice to the Customer and without giving any reason and without breach of duty to the Customer either at the Bank’s own instance or at instance of any court or administrative order.
- ii. Closure notice by the Bank – The Bank may at any time, in its sole discretion, without liability, close the Account after giving a prior notice of at least thirty (30) days to the Customer. However, the Bank may also close the Account under certain conditions (including without limitation) the improper conduct of the Account, and/or the Account profile or transactions in the Account not being in line with the Bank’s internal policies or guidelines pertaining to KYC/AML, without giving any prior notice to the Customer. The Bank shall not be liable for any consequences arising out of such closure of an Account. The Customer would be required to make alternate arrangements for cheques already issued and shall desist from issuing fresh cheques on the Account in such a situation. The Bank may at any time at its sole discretion, without liability, refuse to accept any deposit or limit the amount that may be deposited, return all or part of the deposit and discharge all liability. The Customer may close the Account at any time if he so chooses by way of providing written communication in this regard to the Bank. In the event of closure of an Account, the Bank will refund the monies (including balance) lying to the credit of the Account to the Customer subject to payment of applicable standard service/ processing charges. Further, the Customer understands that Bank may close any of the Customer Accounts at any time in order to comply with any Law or Regulation (whether domestic or foreign).
- iii. Closure or shifting of Branch – The Bank will give a prior notice of ninety (90) days in the event of closure of a branch of the Bank where the Account is held.

29. The Customer agrees to the Bank, its officers and agents disclosing information relating to his/her Accounts and/or dealing relationship(s) with the Bank, including but not limited to details of any credit facilities, any security taken, transaction undertaken, balances and positions with the Bank to:

- i. Professional advisors and service providers of the permitted parties who are under a duty of confidentiality.  
Any actual or potential participant or sub- participant in relation to any of the Bank’s rights and/or obligations under
- ii. Any agreement with the Bank, or its assignee, novatee or transferee (or any agent or adviser of any of the foregoing).
- iii. Any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection to any permitted party.
- iv. Any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the permitted parties.

30. The Customer authorises and allows the Bank to inquire from banks and other financial institutions, the employer of the Customer, or any other body as the Bank deem appropriate about any financial and non-financial information relating to the Customer including but not limited to the details of banking facilities, the financial position, the income, and any other information relating to the Customer which the Bank deems appropriate without reference to the Customer.

**31. Segments:**

- i. The Bank shall segregate Customers into segments based on their salary being transferred to the Bank or the relationship level deposit balance with the Bank.
- ii. Each segment will have its own set of packages with its own salary or balance requirement and an independent schedule of service charges and tariffs which will be available at the Bank branches or website and shall be subject to change without notice.
  - a) Distinct pricing policy shall be applicable to the Customers depending on the Customer’s package that has been allocated to the Customer (identified through the Customer Identification Number ‘CIN’), or the package that the Customer requested or chose to be categorised under.
  - b) Any failure to meet the stipulated package criteria in terms of balance requirements, salary transfer or any other criteria determined by the Bank, will entitle the Bank to levy on the Customer’s Account automatically the relevant package service charges as determined by the Bank from time to time.
  - c) If the Customer didn’t meet the stipulated package criteria and other requirements, the Bank may, at its sole discretion, move the Customer to the relevant and suitable package according to the Customer’s salary, relationship level deposit balance and/ or any other criteria determined by the Bank.
  - d) Subject to the Bank’s discretion, the Customer may be given the choice of moving within the packages based on the Customer salary, relationship balance, or any other criteria.
  - e) The Bank reserves the right to change, amend, and vary the packages criteria stated herein and the charges and fees levied on the package/account without notice to the Customer.

**32. Current Accounts Terms:**

- i. Subject to the Bank’s sole discretion and the applicable laws and the regulations of the RBI the Customer may be eligible to open a Current Account if he is resident in India and has the full legal capacity
- ii. Current Accounts can be opened by individuals, sole proprietor, partnership, firm, limited liability partnership, private/public company, HUF, clubs, societies, public charitable trusts, private trusts and partnership firms having such trusts as partners, corporation or any other entity.

- iii. Formalities/procedures relating to introduction and opening of Current Accounts for individuals are same as those mentioned for Savings Bank Accounts. For partnership firms, limited companies HUFs, trusts etc. the documentation formalities will be provided on request.
- iv. No interest is payable on credit balances in Current Accounts.
- v. The Customers may receive the statements of account according to the frequency desired by them.
- vi. Cheque books are issued to all Current Account and all withdrawals should be made only through issue of cheques. A cheque should not be issued for an amount of less than Rs. 50/- .As per RBI guidelines the Customer is required to declare existing credit facilities with any of the Bank's branches or any other bank. The details shall be declared in the account opening form provided with such Account. The Customer warrants to obtain the requisite no-objection certificates from such banks.
- vii. The Customer may request the Bank to issue him a customised cheque book. The cheque books issued maybe sent by mail/ courier to the Customer or made available for collection by the Customer or his representative from the branch at which the account was opened. If the Customer opts to have the Bank send him the cheque book by mail/courier, he shall be liable for any loss results from any failure or delay in the cheque book reaching him. In such a case the Customer shall pay the Bank the cost of issuing the customised cheque book. The Bank reserves the right to refuse to comply with any drawing instruction from Current Account unless if such withdrawals instruction are made by cheque
- viii. The Customer agrees and undertakes to keep the cheque book in a safe custody and place to avoid any misuse or fraudulent actions on the cheque book by others. In the event of loss or theft of the cheque book or any cheque(s), the Customer shall promptly notify the competent authorities and give immediate notice in writing to the Bank to stop the payment of the lost or theft cheque(s), the Customer agree and acknowledge that the Bank shall not be liable for any losses or damage arising thereof.
- ix. The Bank shall not accept any responsibility in the event of a post-dated cheque(s) being inadvertently or otherwise honored before their due dates.
- x. The total amount of cheques drawn on current account but not yet presented for payment must not at any time, exceed the credit balances on the account and available for withdrawal. The Bank is not obliged to honor cheques drawn against unrealised or un-cleared payments into the Account. The Bank will levy a charge for any cheque that is returned unpaid for lack of funds. If within a specific period the number of cheques returned due to insufficient funds equals/ exceeds the limit from time to time the Bank will close the Account
- xi. A Current Account may not become overdrawn except by previous arrangement with the Bank. However, if the Bank and at its sole discretion allows any overdraft whether or not previously arranged for overdraft, or the increase of any overdraft on the Current Account for any reason without such arrangement, or in the event that a cheque(s) causing the Customer's Current Account to be overdrawn in excess of the permissible limits or funds or if such cheque(s) are inadvertently honored by the Bank, the Customer shall repay the Bank the amount overdrawn together with interest at the Bank's overdraft rate and the Bank's prevailing charges on demand. The interest will be calculated in accordance with the Bank's custom and practice and will be debited from the overdraft account each month or at such other intervals as the Bank at its sole discretion may decide. The overdraft amount and due interest shall be payable by the Customer to the Bank immediately upon demand.
- xii. Without prejudice to what is stated in clause (6) above and unless agreed in writing, the Customer understands that the Bank is not obliged to permit an overdraft in the Customer's Current Account and/or any other Account or to continue to permit such overdraft to the Customer's Account after having done so previously.
- xiii. The Customer agrees and acknowledges that instructions for stop payment of any cheque(s) are accepted only if pursuant to the applicable laws. The Bank accepts no responsibility for any failure to comply with such instructions and shall not be held liable for any consequences and cost including without limitation legal fees and penalties, which may arise out of its compliance with such instructions.
- xiv. Acting only as the Customer's collection agent, the Bank may agree to accept, but without assuming any responsibility for their realization, cheques, bank drafts and other similar payment instruments for deposit, provided that they are made out in favor of the Customer or endorsed to his order. For this purpose, the Bank and its correspondents or other agents appointed by the Bank shall be deemed to be the Customer's agent.
- xv. The Bank or its agents shall not be held liable for the loss, mutilation or dishonor of cheque(s) or other instrument or for the failure to credit, late presentation granting time, any delay in crediting the Account or non-payment and return of cheques or other instruments.
- xvi. The proceeds of cheques or other instruments shall not be available for withdrawal until collected by the Bank. The Bank reserves the right to debit any of the Customer's Accounts or demand payment from the Customer for any amount exceptionally or mistakenly credited or credited under usual reserve, which are subsequently unpaid.
- xvii. The Bank shall not be liable or responsible for failure to give notice of nonpayment or dishonor of any cheque or any claims, losses or expenses which may arise as a result of returning a dishonored cheque, whether by ordinary or registered mail or any other means. The Bank reserves the right to debit the Customer's Accounts with the amount of any cheque which was drawn or endorsed in favor of the Customer (whether or not the cheque is drawn on the Bank, its branches, affiliates or subsidiaries) that has been credited to the Account and is subsequently unpaid, whether or not the cheque itself can be returned.

### **33. Savings Accounts and Tiered Savings Accounts Special Terms:**

- i. Savings Accounts/Tiered Savings Accounts will be opened for Major Customer only however, if the Customer is a minor, the Savings/Tiered Savings Account shall be opened by his legal guardian who will execute all the account opening documentation and carry out all the transactions in the Savings/Tiered Savings Accounts. The Bank recognizes no owner of the Savings/ Tiered Savings Account other than the person in whose name the Account has been opened.

- ii. The cash withdrawal slips available at the Bank branches shall be used in making all withdrawals from the Savings/Tiered Savings Accounts.
- iii. Interest: The Bank shall pay interest on Saving Accounts at rates as per guidelines issued by RBI from time to time. The Bank will inform the Customer of the said rates of interest and the methods of calculation of the same on a periodic basis as may be determined by the Bank.

**34. Fixed Deposit/Term Deposit Account Special Terms:**

- i. Subject to the Bank's sole discretion and minimum balance requirement determined by the Bank from time to time, the Customer may open a Fixed Deposit/Term Deposit Account. Upon opening such Account the Bank will issue a confirmation advice to the Customer stating the principle sum, the term and the rate of interest payable for the Fixed Deposit/ term deposit Account.
- ii. Traditional Term/Fixed Deposits- are the term/fixed deposits where interest is paid at regular intervals, i.e. quarterly or monthly as requested by the Customer's at the time of creating the Term/Fixed Deposits.
- iii. Cumulative Term/Fixed Deposits are Term /Fixed Deposits where interest is compounded quarterly and reinvested with principal amount.
- iv. The Customer is required to specifically apply for deposit related products in accordance with the specific terms and conditions as mentioned in the deposit Application form applicable to the same from time to time and subject to directives laid down by the RBI from time to time and all other applicable laws.
- v. Interest on Term/Fixed Deposits is reckoned /paid at quarterly / monthly intervals and at the rate/s applicable as on the value date of opening of Term/Fixed Deposits, as the case may be, in accordance with the rate fixed by the Bank from time to time as also directives issued by the RBI.
- vi. The interest may be paid in lump sum at any time of maturity or it may be paid every quarter or every month in accordance with the regulatory payments of interest on the Term/Fixed Deposits. Where the Interest is to be paid by the Bank in lump sum at the time of maturity, the Term/Fixed Deposit shall bear the yearly rate of interest on the Term/Deposit .the Bank can announce special rates for senior citizens and staff.
- vii. Renewal:
  - a) In the absence of any special instructions, the deposits will be renewed on maturity for a like term at the then applicable interest rates. The effective dates of the Term/Fixed deposit shall be the dates on which the amounts of deposits are realized by/Credited by the Bank
- ix. In the absence of any instruction from the Fixed Deposit Customer (at least two working days prior to the maturity of the Fixed Deposit), the Fixed Deposit, together with interest accrued, will be renewed for similar period at the prevailing rate of interest on the date of such renewal. In cases where auto renewal or auto closure option is selected by the Customer, an electronic Term/Deposit Advice shall be sent to the Customer on his registered email ID updated with the Bank. If the email ID of the Customer is not registered with the Bank then physical Term/Fixed Deposit Advice shall be issued to the Customer. The premature withdrawal of the Fixed Deposit shall render the deposit to be subject to lower interest (interest for the period the deposit was held with the Bank) and premature withdrawal penalty which determined by the Bank from time to time.
- x. The Customer acknowledges that the Bank may at its sole discretion vary the provisions applicable to early withdrawals of Fixed Deposit including but not limited to the interest rate and the basis of calculation of interest applicable from time to time. Tax deduction – at source – Tax is Deducted at source on interest on Term/Fixed Deposit held by the resident if the interest paid or payable by the branch for the financial year exceeds the threshold limit for this purpose is Rs. 10,000 p.a.
- xi. As per the provisions of the Finance Act 2015, w.e.f. October 01, 2015, valid PAN is required to be submitted by all Customers whose tax needs to be deducted. In the absence of the PAN, the tax will be deducted at the prevailing rate or 20% which is higher. In case the deposit holder does any want the Tax to be deducted from the source, they may submit Form 15G/15H with the Bank. In case of non – residents FD Holders tax shall be deducted at source as per the provisions of section 195 of Income Tax Act, 1961.
- xii. In the event of death of any one of the depositors, premature encashment of the deposit would be allowed to the surviving account holders at their joint request. Payment to the survivor gives valid discharge to the Bank. The survivor would be receiving the payment from the Bank as trustee of the legal heirs of the deceased depositor i.e. such payment to the survivors shall not affect the right or claim which any person may have against the survivor(s) to whom the payment is made. Such premature withdrawal will not attract any penal charges as on date. The same is subject to review from time to time.

**35. Recurring Deposit Special Terms:**

Recurring Deposits is a special type of term deposit which enables a depositor, particularly in affixed income group, to save by paying into the account an agreed fixed amount monthly over a stipulated period.

- i. Subject to the Bank's sole discretion, and minimum balance requirements, the Customer may open Recurring Deposit Account
- ii. The rate of interest payable on Recurring Deposit Accounts if any, will be available at the Bank branches or website and will be determined by the Bank from time to time or on the day the Account was opened. Subject to the Bank's sole discretion, interest rates, tiers, crediting cycle and any other features of the Recurring Deposit Account are subject to change at any time without notice to the Customer.
- iii. The Recurring Deposit Account holder may choose to prematurely withdraw funds from his Account however; the interest rate payable in such case will be for the period the deposit was held with the Bank after deducting applicable penalty. The instalment amount once fixed cannot be altered at any later date, except as provided in the product offering

- iv. If more than, one installment is overdue at the time of payment, the paid instalments, if sufficient to cover only that one instalments will be appropriated towards the first or earliest installment overdue.
- v. Partial deposits of installments to this Account are not permitted unless provided in the product offering and agreed in writing by the Bank.
- vi. The minimum period for Recurring Deposit Account is 12 months or as provided in the product offering and agreed in writing by the Bank.
- vii. Interest is paid only on maturity.
- viii. Grace Period of 5 days to pay instalments will be available to Customers, after 3 non payments, Recurring Deposits will be closed and proceeds credited to Saving Account.
- ix. The Customer agrees that in case of a joint account having mode of operation as anyone or survivor, anyone of the account holders, may create a Term/Fixed Deposit /Recurring deposit by placing a request through branches or Internet banking as made available to the bank from time to time. The Customer also understands that for availing a loan /for premature termination / renewal / auto renewal of Term/Fixed Deposit / Recurring Deposit the consent of all the Fixed Deposit / Recurring deposit holders is needed.
- x. In the event of death of any one of the depositors, premature encashment of the deposit would be allowed to the surviving account holders at their joint request. Payment to the survivor gives valid discharge to the Bank. The survivor would be receiving the payment from the Bank as trustee of the legal heirs of the deceased depositor i.e. such payment to the survivors shall not affect the right or claim which any person may have against the survivor(s) to whom the payment is made. Such premature withdrawal will not attract any penal charges as on date. The same is subject to review from time to time.

### 36. Joint Accounts:

- i. In the event that the Account is opened in the name of more than one Customer/Person ("**Joint Account**") then such Account shall be subject to the following terms and conditions:
  - Any balance now or hereafter deposited in the Joint Account shall remain jointly owned by the Customers in equal basis unless they agree otherwise.
  - The Joint Customers hereby agree that the title of a Customer's Account will not give any Person any right to the benefit of any particular current, saving, fixed or other Account and that the Account opening forms and documentations will determine whether the particular Account is a single or Joint Account.
  - Any and all funds belonging or purporting to belong to either or all of the Joint Account Holders (including the proceeds of any loans or discounts which may be made to the customers or anyone of them) which may come into the Bank's possession at any time, may, at the Bank's discretion and in the absence of contrary instructions, be deposited in the Joint Account.
  - Each of the Joint Customer/Customers hereby authorises and empowers the other the right to endorse a deposit and to deposit in the Joint Account any and all cheques, notes or other instruments payable or purporting to belong to the Joint Account Holders or anyone of them. Should any instrument(s) be received by the Bank without being endorsed, the Bank is hereby authorised to endorse it/them on the Customer's behalf and credit the same to the Account.
  - The available credit balance in the Joint Account at any time, shall be subject to withdrawal, transfer or other disposal in whole or in part by the Joint Account Holders or anyone of them or his/their legal attorney or representative as agreed without any responsibility or liability whatsoever on the Bank's part for the use or disposition of the funds so withdrawn or otherwise disbursed or transferred.
  - If the Bank receives conflicting instructions from the Joint Account Holders or their legal attorneys or representatives, the Bank shall have the right – at its sole discretion- to require a fresh mandates from all the Joint customers before giving effect to any instruction or refrain from executing the conflicting instruction without any liability on the Bank.
  - In the event of the death, incapacity, insolvency or bankruptcy of the either of the Joint Account Holders or all of them the Bank may continue to act from time to time in reliance upon the power and authority conferred herein until it shall have received a written notice from or on behalf of one of the Joint Customers of the death, incapacity, insolvency or bankruptcy. Upon receiving such a written notice, the balance in the Joint Account at the time of such death, incapacity, insolvency or bankruptcy shall belong to, and may be disposed by the Bank as the property of all Joint Customers.
  - In case of Joint Accounts and Accounts with two or more signatories, the Bank will offer such services as restricted by the terms and conditions governing the operation of such Accounts.
  - The liability of each of the Joint Customers shall be joint and several and every agreement and undertaking herein shall be construed accordingly and the liability of any one of the Joint Account Holders shall not be discharged or affected in any way by reason of the invalidity, void ability and unenforceability as regards to any other such Person or security which the Bank may hold in respect of the Joint Account or any part thereof and (b) by the Bank's releasing, discharging, compounding with or varying the liability hereunder or making any other arrangement with any of the Joint Account Holders or third parties.
  - If the Customer has appointed two or more persons (other than himself/itself) to operate an Account jointly and one of such joint authorised signatories die or lose his legal capacity to contract, the Bank shall not allow the other signatory to conduct any activity on the Account without fresh instruction from the Customer. The Customer is required to notify the Bank of the death or loss of capacity of either or any of its appointed joint authorised signatories in writing, within a period not exceeding fifteen days (15) days from the death or loss of legal capacity.

### 37. NRE Account:

- i. The Customer may open a Non Resident External (NRE) account with the Bank, where such Customer is of Indian origin residing outside India. The Non Resident External Account will permit the Customer to access his/her funds in Rupees and the Customer can convert the same funds into foreign currency and repatriate it abroad any time.
- ii. NRE account can be maintained in any form, e.g. savings, current, recurring or fixed deposit account.
- iii. Customers are permitted to receive proceeds of personal cheques on Customer's foreign currency account and travelers cheques, bank drafts payable in any permitted currency including instruments expressed in Indian rupees for which reimbursement will be received in foreign currency, deposited by the Customer in person during his temporary visit to India.
- iv. NRIs and PIOs are permitted to open these accounts in Indian Rupee with inward remittances from outside India to the NRE account and remittances outside India from the NRE account are permitted.
- v. Bank may grant loans against the security of the funds held in NRE accounts to the Customer in India, without any limits, subject to the usual margin requirements. The loan sanctioned to the Customer can be repaid either by adjusting the deposits or through inward remittances from outside India through banking channels or out of balances held in the NRO account of the account holder. The loan shall include all types of fund based/ non-fund based facilities.
- vi. Facility for premature withdrawal of the deposits shall not be available where loans against such deposits are availed.
- vii. Income from interest on the balances in the account is exempt from income tax and balances are exempt from wealth tax.
- viii. Current income like rent, dividend, pension, interest, etc. of NRIs and PIOs will be construed as a permissible credit to their NRE account provided the Bank is satisfied that the credit represents current income of the NRI/ PIO Customer and income tax thereon has been deducted/ paid/ provided for, as the case may be.
- ix. Bank shall credit proceeds of demand drafts / bankers' cheques/ account payee cheques issued against encashment of foreign currency to the NRE account where the instruments issued to the NRE account holder are supported by encashment certificate issued by an AD Category I/ Category – II.
- x. An NRE account can be opened jointly:
  - a) in the names of two or more eligible NRIs and/or PIOs;
  - b) with resident relative(s) on "former or survivor" basis.
- xi. NRE Account Customers are allowed to transfer funds from other NRE Accounts held with Bank.
- xii. Local disbursements and Remittances outside India are permitted.
- xiii. Joint accounts in the names of two or more non-resident individuals may be opened provided all the account holders are persons of Indian nationality or origin.
- xiv. An account may be opened in the name of an eligible NRI during his temporary visit to India against tender of foreign currency travellers cheques or foreign currency notes and coins tendered.

### 38. NRO Account

- i. Any non- resident Indian Customer having income in India from rent, pension, dividends and other sources may deposit and manage local rupee funds through the Non Resident Ordinary Account in Indian Rupees.
- ii. NRO account can be opened / maintained in any form, e.g. savings, current, recurring or fixed deposit account.
- iii. Any person resident outside India may open NRO account in Indian Rupee with the Bank for the purpose of putting through bona fide transactions in rupees
- iv. Balances in the NRO account cannot be repatriated abroad except for current income of the account holder and up to USD 1 million per financial year by NRIs and PIOs, subject to conditions specified in Foreign Exchange Management (Remittance of Assets) Regulations from time to time. Funds can be transferred to the NRE account within the USD 1 million facility.
- v. Loans shall be granted in India to the Customer subject to usual norms and margin requirement.
- vi. Transfer from other NRO accounts is a permissible credit for the account. Similarly, transfer to other NRO accounts is a permissible debit.
- vii. An NRO account can be opened jointly with residents on 'former or survivor' basis. NRIs and/or PIOs may hold NRO accounts jointly with other NRIs and/or PIOs.
- viii. Rupee gift/ loan made by a resident to a NRI/ PIO relative within the limits prescribed under the Liberalized Remittance Scheme may be credited to the latter's NRO account.
- ix. NRO accounts may be designated as resident accounts on the return of the account holder to India for any purpose indicating his intention to stay in India for an uncertain period.
- x. Opening of accounts by individuals of Pakistan nationality and entities of Pakistan/ Bangladesh nationality/ ownership will require prior approval of the Reserve Bank of India.
- xi. Individuals of Bangladesh nationality can open an NRO account provided they hold a valid visa and valid residential permit issued by Foreigner Registration Office (FRO)/ Foreigner Regional Registration Office (FRRO) concerned.

### 39. FCNR Deposit

- i. NRIs and PIOs are permitted to open these accounts in any permissible foreign currency.
- ii. These accounts can only be maintained in the form of term deposit.
- iii. Joint accounts in the names of two or more non-resident individuals may be opened provided all the account holders are persons of Indian nationality or origin. When one of the joint holders becomes resident, the authorised dealer may either delete his name and allow the account to continue as a NRE account or redesignate the account as a resident account, at the option of the account holders.

### B. Banking Services General Terms:

In addition to any other terms and conditions, if any, stated in the relevant Banking Service form/application, the Customer agrees that the terms and conditions set forth herewith shall govern any or all Banking Service transaction :

#### 1. Standing Instructions Service Special Terms:

- i. The Customer can set standing instructions as on a required date i.e. the date on which the User's account shall get debited in the functionality where it is available. If the Customer wishes to modify / cancel this standing instruction, the same should be done 1 day prior to the schedule date.
- ii. The Customer shall always ensure that there is a sufficient fund in the Account to enable the Bank to meet any standing instruction on the Account on the due date.
- iii. The Bank reserves the right to determine the priority of any standing instruction against cheques presented or any other existing arrangements made with the Bank.
- iv. In the event that any standing instruction was not executed or is inactive for two consecutive months or is rejected for insufficient funds in the Account the Bank may terminate/stop the standing instruction without any advice to the Customer.
- v. The Bank may terminate/stop any standing instruction as to future payments at any time after being advised by the beneficiary/beneficiaries of that standing instruction that no further payment is required.
- vi. A nominal charge may be levied for the initial setting up or amendment or cancellation of a standing instruction. This charge does not include the incidental postage, stamp duty and/ or telex/correspondent charges which may also be applicable as per the Bank's standard tariff of charges in force from time to time. The Bank may also at its discretion levy a charge on each standing instruction payment not effected for lack of funds.
- vii. If the Account has insufficient funds the Bank is not obliged to advise the Customer, nevertheless the Bank may – at its sole discretion- exercise its discretion to remit payment under the standing instruction even if such payment will overdraw the Customer's Account, in such case the Customer shall immediately pay the funds remitted to cover the Account overdraft.
- viii. Any amendments or cancellations of the standing instructions will not be effective unless received by the Bank at least before seven working days before the next activation or due date of the standing instruction, provided that the standing instruction are revocable and can be cancelled by the Customer only.
- ix. The Bank, its branches, correspondents, or agents shall not be responsible for any loss, delay, error, or omission arising out of any mode of communication used for effecting transfers under Standing Instructions.
- x. Amounts paid by the Bank in respect of variable payments reflect the amount recorded by the Bank's computer system (the Bank's books) as having been entered by the Customer, subject to the maximum limit in force at the time.

#### 2. International Telegraphic Transfers/Demand Drafts Special Terms:

- i. The Customer agrees that in the absence of any specific instructions to the contrary the telegraphic transfer will be effected in the currency of the country in which payment is to be made.
- ii. All charges incurred outside India are for the account of the Customer.
- iii. The Bank reserves the right to draw the telegraphic transfer on a different place other than that specified by the remitter if operational circumstances so require.
- iv. Telegraphic transfers are dispatched entirely at the remitter's own risk.
- v. The Customer agrees that the Bank, its branches, correspondents, or agents shall not be responsible for any loss, delay, error, omission or mutilation arising in the transmission of cables telegrams or communications by electronic systems.
- vi. Telegraphic transfers are to be effected with SPOT value (two business days after the deal/transaction date of the currency of remittance). Applications for same day value will be handled at the discretion of the Bank's management as this is subject to the time the application is received, as well as the cut-off time which applies to the currency of remittance and in the country to which funds are remitted.
- vii. The Bank or its correspondents are not responsible for any delay, mistake or omission caused by the telegraphic or postal authorities and that in the event the draft is lost or stolen the Bank is not liable.
- viii. If the Customer or an authorised person uses the International Telegraphic Transfer Service:
  - a) The Customer must register each recipient using online banking before the Customer makes an online telegraphic transfer to the recipient.
  - b) Once a recipient has been registered, the Customer is solely responsible to update any changes to the recipient's particulars (excluding name or identity particulars) by the electronic banking services.
  - c) The Bank is not liable for any loss which may result if the Customer fails to update the recipient's particulars before making an online telegraphic transfer; and

d) the rate of exchange applying to each online telegraphic transfer is the Bank's prevailing rate of exchange for the relevant currencies at the time the online telegraphic transfer is processed, and not at the time the instruction is entered by the Customer.

ix. The Bank is entitled to determine at its sole discretion the order of priority in executing the Customer's instructions to transfer funds and/or make payments and/or any other existing arrangements or instructions the Customer may have made with the Bank on the stipulated date for the execution of the funds transfer/payment is to be made from the Customer's Account. Examples of such other existing arrangements or instructions include (but are not limited to) cheques, standing orders, interbank GIRO deductions and instructions to transfer funds.

### **3. Demand Drafts:**

i. In the eventuality the request for issuance of the instrument is not received at a branch of Bank, the instrument will be sent to the communication address of the Customer last recorded in Bank's records or to an address specified by the Customer. In such an event, Bank shall be at a liberty to recover charges for such posting. Bank shall not be responsible on account of non-delivery or delays in delivery of the instrument.

ii. In case the Customer request for issuance of the instrument from the monies lying in the Account, Bank shall have the right to reject such request in the event there is insufficient balance in the Account, at any point of time from acceptance of request till dispatch of the Instrument to the Customer. The Customer shall be liable for such charges as may be applicable for issuance of the Instrument and the Customer authorises the Bank to recover such charges by debiting the Account.

### **4. Banking Instructions by Email/Facsimile Special Terms:**

i. Unless instructed by the Customer in writing to the contrary (notwithstanding the provisions of Banking instructions by phone), the Bank is authorised, but not obliged, to act on the Customer's banking instructions (including any instructions required by or, given by the Customer, in relation to these terms and conditions unless these terms and conditions otherwise expressly state to the contrary) transmitted through an email or facsimile machine.

ii. The Customer shall release the Bank from any indemnity and hold the Bank harmless from and against all actions, suits proceedings, costs, claims, demands, charges, expenses, losses and liabilities however arising in consequences of, or in any way related to:

a) The Bank having acted in good faith in accordance with the Customer's written facsimiles or email instruction(s), notwithstanding that such instruction(s) as above may have been initiated or transmitted in error or fraudulently altered, misunderstood or distorted in the lines of communication or transmission;

b) The Bank having refrained from acting in accordance with the Customer's written, facsimile or email(s) by reason of failure of actual transmission thereof to the Bank or receipt by the Bank for whatever reason, whether connected with fault failure or un-readiness of the sending or receiving device; or

c) The Customer's failure to forward all original copies of facsimile instruction(s) to the Bank within such period as the Bank may specify.

iii. The Customer should agree to send the original of the fax ("Hard Copy") in the usual post on the same day as the transmission of the fax or any other day acceptable to the Bank, and should this Hard Copy not be sent to the Bank, the Customer will indemnify and not seek recourse against the Bank, its directors, officers, or employees for any losses attributable to the duplication of the Customer's instructions due to the Bank, its directors, officers, or employees action upon both the fax and the Hard Copy.

### **C. Electronic Banking Services Special Terms:**

1. Electronic banking services, and certain facilities under the electronic banking services, may be available only for certain types of accounts or products and not others. The Customer accepts that there are certain facilities and services that cannot be accessed through the Bank's electronic banking services.

2. The Customer and each authorised person of the Customer must be at least 18 years of age to use electronic banking services.

3. The Bank only makes an electronic banking service available if:

i. The Customer is recorded as the legal and beneficial owner of an account and use of the electronic banking service for such account is acceptable to the Bank;

ii. The Customer has registered for the Bank's electronic banking service; and

iii. The Customer and each authorised person of the Customer has complied with the activation procedures the Customer specifies.

4. These terms apply to the Customer's use of an electronic banking service whenever the Customer subscribes for the electronic banking service even if the Customer subscribes after he begins to use a product.

5. Any Customer, who is not an individual, may nominate persons, who may or may not be authorized signatory(ies), as an account representative(s) of the Account (the "Account Representative(s)"). The Customer understands and acknowledges that the Account Representative will not be able to perform transactions through any channel other than the Internet Banking Facility. The Customer is aware that any of the Account Representatives may initiate a transaction over the Internet in accordance with the authorization for the same provided to the Bank through written instructions. The Customer hereby confirms that the

Account Representative is fully conversant with the procedures, as explained to the Customer, which are required to be complied with and further confirms that the Customer and each Account Representative shall comply with the same.

6. If the operating authority for a joint account is "single signing authority", the Customer agrees that: all joint account holders may operate the joint account using the electronic banking services in accordance with these Terms and Conditions (even if they are not registered to use the electronic banking services); and any single joint account holder may validly give instructions by the electronic banking services in connection with the joint account.
7. The electronic banking services are usually available for use during normal operating hours or at the times set out in any applicable guidelines or otherwise notified to Customer. However, routine maintenance requirements, excess demand on the systems and circumstances beyond the Bank's control may mean it is not always possible for the electronic banking services to be available during all normal operating hours, which the Customer accepts.
8. The availability and proper functioning of electronic banking services depends on many variable circumstances, including location, mobile network and internet availability, signal strength, and proper functioning of hardware, software, the Customer's mobile network operator, mobile phone and computer.
9. When the Customer uses electronic banking services the Customer must not access the electronic banking services using any electronic equipment not owned by the Customer or which the Customer is not licensed or authorised to use; and take all reasonably practical measures to ensure that any electronic equipment from which the Customer accesses the electronic banking services is free of and adequately protected against any computer virus or other malicious software.
10. As the electronic banking services can be accessed through the internet, other communication channels or, as the case may be, public systems over which the Bank have no control, the Bank will not be responsible for any loss or damage suffered by the Customer as a result of any computer viruses, Trojan horses, worms, software bombs, malware or similar processes arising from the Customer's use of the electronic banking services through the internet or those other communication channels or public systems.
11. The Bank may provide various types of electronic alerts to the Customer. The electronic alerts are sent only when available and practicable. The Bank will send the electronic alerts to either the Customer's registered mobile phone number or registered email address. In the event the Customer wants to make any changes to the Customer's mandatory alerts, this must be done by through the Bank's contact centre.
12. To receive electronic alerts the Customer will need to select and set the preferences by submitting an application in the prescribed format.
13. The Bank may suspend any electronic banking service temporarily at any time for maintenance and upgrading of services.
14. The Bank may charge the Customer fees and charges for the electronic banking services. The Bank can change these fees and charges by giving the Customer at least 30 days' notice, electronically or physically. If the Bank gives the Customer such a notice, the Customer will not have to pay any proposed increase as long as the Customer cancels his use of the electronic banking service during the 30-day notice period. However, the Customer's continued use of the electronic banking service after the 30-day notice period shall be conclusively deemed to be the Customer's acceptance of such changed fees and charges.
15. In addition to any fees and costs the Customer must pay the Bank, the Customer must pay any fees or charges imposed by the provider of the electronic equipment and the Customer's telecommunications provider for using the electronic banking services.

**D. Debit Card Special Terms and Conditions:**

The Cardholder shall be deemed to have unconditionally agreed to and accepted these Terms by all or any of the following actions:

- a) signing the Card application form;
- b) acknowledging receipt of the Card in writing;
- c) by signing on the reverse of the Card
- d) by performing a transaction with the Card
- e) by requesting POS activation of the Card or activation through ATM
- f) after 10 days have elapsed since the Card was dispatched to his address on record.

The Cardholders availing of any services/ facilities/ offers shall at all times continue be bound by the terms and conditions stipulated by the Bank from time to time for such services/ facilities/ offers. The Bank shall cancel the Card if the Customer fails to comply with the terms and conditions/ defaults under any other agreement or commitment entered with the Bank/ death of

the Customer/ upon the bankruptcy/ insolvency/ other similar proceedings are admitted against the Customer.

#### Issue of ATM/Debit Card to Customer

1. On the request of the Customer and subject to these terms and conditions and all of the Terms and Conditions applicable to the Account as may be applicable from time to time, the Bank shall, at its sole discretion, issue to each account holder, an ATM/Debit Card as applicable to the Account. This request so received may be at the time of account opening (through account opening form) or through letter / Bank prescribed form given to a branch at a later stage post account opening. The requisite documentation needed along with necessary forms may change from time to time. The same needs to be taken/understood from the Bank.
2. The Card will be issued for individual and for non-individual Customers only when the mode of operation is not jointly held.
3. The ATM/Debit Card is not transferable. The Cardholder may use the ATM/Debit Card to carry out Account Transactions at any Device.
4. The Cardholder will generate his/her own PIN. The Cardholder would also be able to make the transaction by placing his signature on the charge slip generated by the EDC. The PIN may subsequently be changed by the Cardholder, at the risk of the Customer, at any device that supports and facilitates such change.
5. Customers who do not want an Account without an ATM/Debit Card will not have access to the channels for which ATM/Debit Card details including PIN are required.
6. Customers who wish to activate their ATM/Debit Cards for international use accept that the Bank has enabled their cards upon their specific request. International usage may incur Charges by the Bank and the service providers, the Bank shall not be held responsible for any international usage and charges linked to the same.

#### 7. Securing the PIN:

- i. The security of the PIN is paramount and the Cardholder needs to keep it confidential and not reveal it to any third party. It is recommended that the Cardholder memorizes the PIN and then destroys all record of it. The Cardholder also needs to ensure that the Device is covered to prevent anyone from seeing the PIN that is being entered. Further, the Cardholder will ensure that he/she:
  - (a) does not disclose the PIN to any person, under any circumstances whatsoever and shall prevent anyone seeing the PIN being entered into any Device and shall take all possible care to prevent its discovery by any person;
  - (b) shall not write or indicate the PIN on the ATM/Debit Card or keep a record of the PIN in any manner;
  - (c) shall not retain any physical noting of the PIN in any manner such that any person is able to access the same;
  - (d) shall observe all precautions as indicated on the cover/letter/ envelope within which the PIN is delivered.
- ii. Neither the Customer nor the Cardholder shall hold the Bank liable in case of fraudulent/unauthorized use of the PIN through the ATM/Debit Card being misused and / or falling in the hands of any third-party or through the PIN being misused and/ or coming to the knowledge of any third-party. The Customer shall be solely liable for any losses, damages, costs, charges or expenses including those that may be incurred / suffered by the Bank as a result of such misuse and/or fraudulent/unauthorized use of the ATM/Debit Card and/or the PIN. If Cardholder fails to observe these security requirements and allows compromise of the PIN, he/she shall be responsible and liable for any consequences arising therefrom.

8. Cancellation of ATM/Debit Card: The use of the ATM/Debit Card shall automatically stand terminated in case the Account is closed permanently or is temporarily non-operational or services in the Account are withdrawn permanently or temporarily for any reason whatsoever. Without prejudice to the Bank's right to cancel, suspend or terminate the use of ATM/Debit Card at its own discretion, the Customer may voluntarily request the Bank to cancel the ATM/Debit Card by blocking the ATM/Debit Card, cutting the ATM/Debit Card in half and returning the same to the Bank for cancellation subject to the terms and conditions of the Bank regarding ATM/Debit Cards. Upon receipt of advice/instructions from the Holder, the Bank shall cancel the ATM/Debit Card and PIN. After cancellation, the ATM/Debit Card and PIN should not be used again even if subsequently found.

#### 9. Use of ATM/Debit Card and Liability for Misuse:

- a) All Cardholders and the Customer, jointly and severally, accept and agree that, at the request and risk of the Customer, the Bank has agreed to provide the Cardholder the facility of executing Financial Transactions by using the ATM/Debit Card. However, the use of ATM/Debit Card is subject to the holding of appropriate credit balance in the Account.
- b) The facility of cash withdrawal through the ATM/Debit Card is made available by the Bank on a best effort basis and the Customer agrees that he will not hold the Bank responsible or liable in any manner for any consequences whatsoever in case of inability of the Customer to withdraw cash at an ATM on account of malfunction of the ATM or inadequate cash balance at the ATM or closure of an ATM site or otherwise howsoever.
- c) The Customer hereby irrevocably authorizes the Bank to process any and all Account transactions whether the same have been performed bonafide or otherwise and by the Cardholder or by any joint holder of the Account or any other party whatsoever subject to the terms and conditions of the Bank regarding ATM/Debit Cards. The Customer undertakes to comply with all applicable laws/ procedures while availing of / utilizing the ATM/Debit Card.
- d) The Customer accepts full responsibility and liability in all circumstances for Account Transactions performed on any Device through the ATM/Debit Card whether or not such an Account Transaction is processed with the knowledge of the Customer. Any instruction given through utilization / in respect of the ATM/Debit Card shall be irrevocable. The Customer hereby authorizes the Bank to debit the Account with the amount of any withdrawal or transfer or carry out any such instructions

that may be received by the use of any ATM/Debit Card in accordance with the Bank's record of transactions, which the Customer agrees to accept as final and conclusive.

- e) The Customer understands, agrees and undertake that:
- the Customer shall not hold the Bank liable for acting on and pursuant to Account transactions with the ATM/Debit Card.
  - the Bank shall, in its sole discretion, without assigning any reason whatsoever, be entitled to withdraw, discontinue, cancel, suspend or terminate the facility to use the ATM/Debit Card and/or services related to it and shall not be liable for any loss or damage suffered or claimed by the Customer resulting in any way from such action. Such action may be immediate and without prior notice should the circumstances, in the view of the Bank, warrant the same.
  - The Bank may, at its sole discretion, video tape or record on camera the Customer's access/presence/ use of the Bank's facilities at premises/machines/ equipment of the Bank and/or any shared network and the Customer understands and accepts that the Bank may rely on footage of such clipping as evidence in any proceedings.
- f) Account transactions initiated by the Customer will be completed only if the funds are clear and sufficient to meet the transaction amount in full including any applicable charges/fees, etc. The amount of each completed transaction will be immediately debited from the Account.
- g) If any instruction given by the Customer is capable of being executed by the Bank in more ways than one, the Bank may execute such instruction in any one of such ways, at its sole discretion.
- h) The Bank shall not be liable for any failure to provide the facility of ATM/Debit Card for any reason whatsoever including, but not limited to, on account of any electronic or other systems or systems related failure, disruption, force majeure or other circumstance outside the control of the Bank.
- i) The Cardholder shall ensure that all Account transactions initiated by the ATM/Debit Card are properly terminated so as not to allow any other person to transact on the Account;
- j) Cardholders will be responsible for the accuracy of his/ her personal details provided by him/ her. Cardholders must inform the Bank immediately of any change in his/ her particulars.
- k) The Cardholder and/or the Customer shall be, jointly and severally, responsible to intimate the Bank, in the manner prescribed in the terms and conditions, if the ATM/Debit Card and/or the PIN has/have been or is/are likely to be fraudulently used, or misused.
- l) The Customer specifically agrees, acknowledges and understands that any offers (schemes, gifts, discounts, etc.) of any nature whatsoever are subject to the terms and conditions of that specific offer.
- m) The Customer further agrees and acknowledges that the Bank shall not, in any manner, be held liable or responsible for any loss, damage or injury whatsoever suffered by the Customer/ Cardholder, directly or indirectly, by use or non-use of products/ services under the offer. Without prejudice to the foregoing, an offer may be terminated/withdrawn/amended by the Bank without any prior notice. The Bank shall not be under any obligation to continue the offer after the offer termination date as notified by the Merchant Establishment or as subsequently changed by the Bank, as the case may be. Further, the Bank reserves the right, at any time during an offer, with prior notice, to add/alter/change/modify the terms and conditions of an offer or to replace, wholly or in part, an offer with another offer, similar or otherwise.

## 10. Limitation on Use

The Bank reserves the right to limit the minimum and / or maximum aggregate amount of the Account transactions per day and such limits being further subject to availability of clear funds in the Account. The Customer acknowledges and understands that daily minimum and / or maximum transaction limits apply to all devices (within India and outside India) and may vary between different Devices belonging to different shared networks. The Cardholder may also be allowed to set his/her own limits upto the overall maximum limits set by the Bank. The Bank shall not be liable or responsible for any loss or inconvenience the Customer may suffer due to lack of uniformity in these limits for transactions through different ATMs networks. The Cardholder agrees not to attempt to withdraw using the Card unless sufficient funds are available in the Account. The onus of ensuring adequate Account balances is entirely on the Cardholder.

## 11. Reward Scheme

The Bank may offer the Customer various Reward Schemes on the usage of an ATM/Debit Card. The Customer understands and acknowledges that specific terms and conditions will apply to any such Reward Scheme as may be determined by the Bank in its sole discretion and as may be notified to the Customer. The Bank shall have the final discretion in choosing merchants and/or products where the Customer may earn Reward Points using the ATM/Debit Card.

## 12. Processing and Conversion Fee or Charges

- i. Use of the ATM/Debit Card at any device may entail a service charge and/or transaction fee and or processing and/ or conversion fee and an annual fee being levied on the Account, as may be prescribed by the Bank from time to time. Any charges/fees/conversions charges levied for transactions on the ATM/Debit Card shall be debited to the Account and the Customer shall be solely liable for payment of the same. Any change in such charges/fees would be intimated through Bank's Website from time to time.
- ii. Any government charges, duty or debits or tax payable as a result of the use of the ATM/Debit Card shall be the responsibility and liability of the Customer. The Customer hereby authorizes the Bank to debit such charge, duty or tax against the Account if the same is imposed upon the Bank (either directly or indirectly).
- iii. In addition, operators of Shared Networks may impose an additional charge for each use of their ATM/ POS Terminal/other

device, and any such charge along with other applicable fees/charges will be deducted from the Cardholder's Account. There will be separate service charges levied for such facilities as may be announced by the Bank from time to time and deducted from the Cardholder's Account.

- iv. These charges and taxes as applicable will be debited from the Primary Account linked with the Card on application/renewal at the Bank's prevailing rate. The fees are not refundable. The Cardholder shall maintain at all times such minimum balance in the Account, as the Bank may stipulate from time to time.

### 13. Maintenance

While advance notice of maintenance work likely to affect the usage of the ATM/Debit Card may be given on a best efforts basis, the Bank reserves the right to suspend access to any Device or the provision of all or any of the services relating to the ATM/Debit Card, at any time, if the Bank deems it necessary to do so.

### 14. Replacement of ATM/Debit Card

The Card issued to the Cardholder shall remain the property of the Bank and will be surrendered to the Bank, on request. The Cardholder shall return the Card to the Bank for cancellation in the event the Cardholder no longer requires the services or if the services are withdrawn by the Bank for any reason whatsoever. The Bank may, in its sole discretion, at the request of the Customer, issue a replacement ATM/Debit Card with a new PIN for any lost or stolen ATM/Debit Card or a new or same PIN on such terms and conditions as the Bank may deem fit. In any event, unless otherwise specified by the Bank in writing, any replacement ATM/Debit Card and PIN issued by the Bank shall be governed by the Terms and Conditions.

### 15. International Usage of ATM/Debit Card

- i. The Bank at any point of time may, at its sole discretion, discontinue international usage of the card linked to the Customer's Account with prior intimation. The Customer agrees that it shall use the ATM/Debit Card for foreign currency withdrawals and transactions only for private visit abroad under the provisions of FEMA, 1999 or such amended scheme of the RBI as may be made applicable from time to time, and not for any other reasons and hereby agree and confirm that usage outside India would be subject to regulatory and legal restrictions and exchange control laws and limitations as may be applicable from time to time in both the country where the transaction is performed as also in India. The Customer understands and acknowledges that any and all other limits and/or restrictions imposed on the Account, the Banking Services and ATM/Debit Card shall apply in addition to and not in derogation of the limit imposed for foreign currency withdrawals and transactions towards private visit abroad.
- ii. Utilisation of the Card shall be in strict accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI) issued from time to time. In the event of non-compliance by Cardholder with the same, the Cardholder shall be liable for action under the FEMA, 1999 and any other law and/or regulation in force from time to time relating to foreign exchange. The Cardholder may be debarred from holding the internationally valid Debit Card, either at the instance of the Bank or the RBI. The Card is valid for use both in India as well as outside India but would carry the inscription "Not valid for payment in foreign exchange in Nepal and Bhutan. In case the Card is cancelled, whether on account of non-compliance with Exchange Control regulations or otherwise, the Bank will not be responsible for any attempted usage of the Card, whether in India or abroad, resulting in the Card being dishonoured.
- iii. Non-resident Indians can hold the internationally valid debit card, provided all dues arising out of its use in India/abroad are met out of an NRE account held with the Bank else they will only be issued a domestic debit card.
- iv. The Card cannot be used for effecting remittances for which the release of exchange is not permissible under the extant guidelines.
- v. The Cardholder and the Customer shall compensate/reimburse and hold harmless the Bank from any and all consequences arising from non-compliance of the Exchange Control Regulations of the RBI and the applicable laws. Non-resident Indians will be eligible to international use of ATM/Debit Card issued in India.
- vi. The Cardholder and the Customer recognize that foreign currency withdrawal will attract a service fee. Such service fee shall be subject to revision at the sole discretion of the Bank.
- vii. The exchange rate used for all foreign currency transactions will be decided by VISA and will be binding on the Cardholder.
- viii. In addition to any terms, if any, set forth in the completed applications and forms an/or any terms stated in the Bank website, the following terms and conditions are applicable to the Debit Cards issued to the Customer and any transaction related to these Cards.

In consideration of the Bank making available to the Customer a Card, the Customer hereby accepts and agrees to be bound by the following terms and conditions:

- a) Subject to the Bank's sole discretion, the Bank may issue a Card to the Customer who maintains Current Account or Savings Account with the Bank. In the event of the Account being closed for any reason, the Card shall immediately be returned to the Bank by the Cardholder and its validity shall cease.
- b) In case of closing the Account by the Bank for any reason, the Customer/Cardholder shall promptly return the card to Bank and it will become invalid.
- c) The Cardholder agrees and acknowledges that the Card is issued for use on electronic terminals capable of accepting cards for Bank Account holders and who is authorised – whenever it is possible - to purchase goods, services, benefits and/or reservations from retailers, through a point of sale machine accepting Debit Cards.
- d) Subject to the Bank sole discretion and prior written approval the Bank may allow the Customer to use the Card to purchase

goods, services, benefits, and/or reservations via the internet, by telephone or mail order, or by any other means where the Card is not physically present at the time of the transaction.

- e) The Card shall not be used to obtain credit of any description on the strength of the Card.
- f) The Card shall remain the property of the Bank at all times. The Bank may, at its sole discretion, cancel the validity of the Card and request its return at any time, in which case the Cardholder shall immediately comply with such request.
- g) The Card is issued entirely at the risk of the Cardholder who shall indemnify the Bank for all loss or damage howsoever caused resulting from the issuance and use of the Card.
- h) The Cardholder undertakes not to disclose his/her PIN to any other person. In the event of the PIN becoming known to someone other than the Cardholder, that person may be treated by the Bank as an acting agent of the Cardholder and the Cardholder shall indemnify the Bank against all loss or damage which may occur as a result of the PIN becoming known.
- i) The Cardholder shall take every possible care to prevent the Card from being lost, misplaced or stolen and the Cardholder undertakes not to pass the Card to any other person.
- j) **Lost or Stolen ATM/Debit Card or Disclosed PIN:** The Cardholder shall inform the Bank as soon as the Holder has reason to apprehend that the ATM/Debit Card has been or may be misused, lost or stolen or that the PIN has become known to anyone. Upon receipt of advice/instructions from the Cardholder or the Customer, the Bank shall cancel the ATM/Debit Card and PIN. The Bank upon adequate verification will hotlist/block the Card during working hours on a working day for the Bank. If the Cardholder loses his Card overseas, he may either follow the above procedure or may report the loss through the VISA; the charges for the usage of such services shall be borne by the Cardholder. After cancellation, the ATM/Debit Card and PIN should not be used again even if subsequently found. Provided that, in case of misuse, loss or theft of the ATM/Debit Card or disclosure of the PIN to / access to the ATM/Debit Card and / or PIN by any person, the Customer must immediately inform the Bank and also file an FIR with the local police and send a copy thereafter to the Bank. The Customer shall be liable for all charges incurred on the said ATM/Debit Card / PIN, till the ATM/Debit Card / PIN is reported lost to the Bank by the Customer and usage on the same is suspended as a result of such reporting. The Bank may, without referring or issuing notice to the Customer, give the police or other relevant authorities any information about the loss or theft of the ATM/Debit Card / PIN. Further a copy of the written confirmation of the misuse, loss or theft of the ATM/Debit Card or disclosure of the PIN to / access to the PIN by any third-party along with a copy of the police report shall be submitted to the Bank. The Bank shall not at all be liable for, and for the consequences of, any misuse of the ATM/Debit Card and/or PIN under any circumstances and/or at any time, whatsoever. Any replacement ATM/Debit Card and PIN subsequently issued by the Bank, at application therefore by the Customer, shall be governed by these terms and conditions. The Cardholder shall take cognizance of the fact that once a Card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut in half, returned to the Bank and adequate care taken to prevent its misuse.
- k) The Bank shall debit the Cardholder's Account(s) with the amount of any withdrawal/transfer payment of telephone, water, electricity bills/payment for goods, services, benefits and reservations at merchant outlets and all such payments as effected by the use of the Card along with the related Bank charges and expenses related to processing such transactions.
- l) The Cardholder shall at all times remain liable for any transaction made by the use of the Card and shall indemnify the Bank for all loss/damage howsoever caused by any unauthorised use of the Card or related PIN. The Bank record of transactions processed by the card electronically or otherwise shall be conclusive and binding for all-purpose, in particular for the purpose of legal evidence.
- m) The Cardholder accepts all debits made to the account arising from the issuance and use of the Card without limitation (except after notice of loss has been received and acknowledged by the Bank).
- n) The Cardholder shall ensure sufficient drawing power in the Account to which the Card relates before making any withdrawals. If for any reason such Account is overdrawn by the use of the Card or towards Bank charges, the Cardholder shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other account(s) maintained with the Bank. Failure to comply with this condition shall entitle the Bank to cancel the Card and/or make a transfer on the Cardholder's behalf (if more than one account is maintained at the Bank). The Bank shall have the right to debit or set off any other accounts of the Cardholder with the Bank in order to cover the overdraft Account of the Cardholder without prior notice.
- o) The Cardholder hereby agrees that in case the Cardholder commits a default in payment or repayment of any amount due on the Card, the Bank and/or the Reserve Bank of India (RBI) will have an unqualified right to disclose or publish the details of the default including the name of the Cardholder and/or its directors/partners/ co-applicants, as applicable, as defaulters in such manner and through such media as the Bank or RBI in their absolute discretion may think fit. The Cardholder hereby authorizes the Bank to exchange, share or part with all the information relating to the Cardholder's details and repayment history information and all information pertaining to and contained in the Terms or as expressed in the application made for the Card to its Affiliates/ banks/ financial institutions/ credit bureaus/ credit rating agencies/ statutory bodies as may be required and undertakes not to hold the Bank/its Affiliates and their agents liable for use of the aforesaid information.
- p) The Card shall be used within the default daily cash and purchase limits prescribed by the Bank at its sole discretion for each card product. However, the Cardholder will have the right to request change of such limits after Card is issued (subject always to the Bank policy and rules governing the same).
- q) The Bank reserves the right to limit the total cash sum and purchase sum used by the Cardholder during any 24 hour period and to advise the cardholder of such limits from time to time.
- r) The Bank may, at its absolute discretion, change the daily cash and purchase limits without giving any reasons or prior notice to the Cardholder. Such Change(s) shall apply immediately.
- s) The Bank may send the Card to the Customer or the Cardholder by normal post or courier to the last known mailing or other address of the Cardholder maintained on the Bank's records and at the Customer's/Cardholder's responsibility.
- t) Upon receipt of the Card, the Cardholder shall sign the signature panel on the back of the Card immediately and such signature and/or Card activation and/or use of the Card will constitute binding and conclusive evidence of the Cardholder's confirmation to be bound by those terms and conditions, notwithstanding that the Bank is not notified of the Card holder's

receipt of the Card.

- u) If the Card is not collected/ received by the Cardholder within Ninety (90) days from the date of issue of the Card, the Card shall be cancelled. If a replacement is issued afterwards, a Card replacement fee shall be levied as per the Bank's effective Schedule of Service Charges.
- v) Cardholders shall be jointly and severally liable to the Bank under these terms and conditions if the Account is opened or established in two or more names.
- w) The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction or failure of the Card or the ATM or the temporary insufficiency of funds in such machine or failure of any retailer or supplier to accept or honor the Card and the manner in which the refusal was communicated to the Customer.
- x) The Cardholder shall only use the Card for purchases that are legally acceptable in India and/or the Country of purchase. The Bank reserves the right (subject to applicable law) to refuse settlement of any Card transaction on the customer's behalf if the bank is of the reasonable opinion that the Card transaction is for goods/services/benefits/reservations which it considers illegal and unlawful.
- y) The Bank reserves the right at all times and without notice to the Cardholder to refuse to authorise any purchase or cash advance , cancel or suspend the right to use any Card or PIN in respect of all or specific functions or transactions and refuse to renew or replace any Card.
- z) Each individual Account holder is allowed to have one active Card linked to a single account. The bank, at its sole discretion, may block multiple Cards issued to an individual(s) for a single Account at any time and without prior notice.
- aa) The Cardholder agrees that in case of a Card or supplementary Card linked to joint Account, all transactions done on other ATMs, and purchases carried out with the Card will be recorded only on the Primary Account of the Card and the Account from which the main Card was issued.
- bb) In connection with any special promotions, discounts and or offers made by the Bank or any specific merchants from time to time:
  - The Bank does not hold out any warranty or make any representation of the delivery, quality, design, specifications or otherwise set out in respect for such offers.
  - Such offers/promotions/ discounts may be subject to availability of what declared by the merchant and will be allocated on a first come first serve basis.
  - The Bank shall not be held responsible where any of the said merchant(s) withdraw(s), cancel(s), alter(s) or amend(s) such promotional offers.
- cc) Cardholder participation in any Debit Card promotions/usage campaigns will be subject to the promotion/campaign terms and conditions, which will be notified by the Bank to Cardholders or published by the Bank as and when applicable.
- dd) The Cardholder irrevocably authorises and permits the Bank to disclose and furnish such information that as it deems fit concerning the Cardholder or his/her Account not limited to the Bank's associates companies, agents, and/or or any other third party.
- ee) Subject to the Bank's sole discretion, a Card can be issued to a minor but in the name of his/her legal guardian and operational access can be given, only upon authorisation given by the guardian. The guardian will assume full responsibility for all the activities performed by the minor.
- ff) Cardholder may wish to opt out for not sharing promotional offer messages by activating Do Not Call service.
- gg) The Bank shall not in any way be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Cardholder from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardholder. It must be distinctly understood that the Card is purely a facility to the Cardholder to purchase goods and/or avail of services, the Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. The Card Member with the Merchant Establishment must resolve any dispute or claim regarding the merchandise. The existence of the claim or dispute shall not relieve the Card Member of his/her obligation to pay all the Charges due to the Bank and the Card Member agrees to pay promptly such charges.
- hh) HONOURING THE CARD: The Bank shall under no circumstances be held liable to the Cardholder, if the Card is not honoured in the desired manner for whatsoever reason, or if the ATM is destroyed or not functioning due to power failure, temporary insufficiency of cash in the ATM or any other reason. The Bank will not be liable for any consequential or indirect loss or damage arising therefrom.
- ii) The Card can be used by the Cardholder (unless otherwise intimated by the Bank) at all Merchant Website s in India & abroad unless the Card is domestically use card. The amount of the Transaction is debited from the account linked to the Card immediately. The Card is operable with the help of the Card Number, expiry date, card verification value (CVV), security digits and one time password (OTP). The Bank will not accept responsibility for any dealings, the Cardholder may have through Merchant Website, including but not limited to the supply of goods and services. Should the Cardholder have any complaints concerning any transaction placed through Merchant Website, the matter should be resolved by the Cardholder with the Merchant and failure to do so will not relieve him from any obligations to the Bank. The Bank accepts no responsibility for any surcharge levied by any Merchant Website and the same being debited to the Cardholder's Account with the Transaction amount. Any charge or other payment requisition received from an Merchant Website by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Merchant Website by the Cardholder, except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardholder. In case a Cardholder wishes to cancel a completed transaction due to an error or on account of merchandise return, the earlier transaction must be cancelled at the Merchant Website and an electronic copy of the cancelled receipt must be retained in the Cardholder's possession. Reversal/ refund of debits due to such transactions will be processed manually and the electronic copy of the cancelled receipt needs to be produced by the Cardholder, if called for.

**E. Funds transfer through electronic banking services:**

- i. The Customer and each authorised person of the Customer may use electronic banking services to access the following services for the purposes set out below:
  - a) Interbank funds transfer service to transfer funds from a source account to a specified account with another local bank;
  - b) Own account funds transfer service to transfer funds between accounts. Unless the Bank otherwise agrees, this service may only be used where all named account holders are identical across the accounts;
  - c) Bill payment service to transfer funds for payments from a source account to a specified payee;
  - d) Third party intrabank funds transfer service to transfer funds from a source account to a specified account with the Bank which is held in the name of a person other than the Customer, or an account known to the Bank to be held by the Customer in other capacities.
- ii. The Bank reserves the right to select the agent, where necessary, to effect the remittance to places where the Bank does not have a presence. Encashment of the remittance is subject to the Bank's internal policies and guidelines as well as the laws and regulations of the country where encashment is to be made. In this respect, the Customer must comply with all anti-money laundering and anti-terrorism laws. Neither the Bank nor the agents are responsible for any loss or delay caused by such laws and regulations.
- iii. The Bank cannot guarantee the time at which the receiving banks will credit the account of the Customer payees. The Customer is responsible for initiating the transfer instruction to the Bank sufficiently in advance of the due date of the Customer's transfer to avoid incurring a finance charge or other charges. The rate of exchange applying to each electronic fund transfer transaction is the Bank's prevailing rate of exchange for the relevant currencies at the time that such transaction is processed, and not at the time the instruction is entered by the Bank. The Bank must indemnify the Customer for any shortfall arising from such conversion.
- iv. If the Customer uses any of the Bank's funds transfer services:
  - a) The Customer must register each recipient using online banking before the Customer may make an online funds transfer to the recipient.
  - b) The Customer is solely responsible to ensure that all the information provided with respect to the online funds transfer is true and accurate; and
  - c) The rate of exchange apply to each online funds transfer is our prevailing rate of exchange for the relevant currencies at the time the online funds transfer is processed, and not at the time the instruction is entered by the Customer.
  - d) The Bank will not be liable for any loss incurred as a result of the Customer not complying with any of its obligations or responsibilities with respect to the Bank's fund transfer service.
- v. The Customer may issue as many instructions to transfer funds in any one day as the Customer wishes. However, the Customer may only issue instructions to transfer up to the category or personalised limit per day. The category daily limit may differ for different types of fund transfers and different types of accounts. The limits may also be applied on an aggregated basis between different fund transfer services. For details of the preset limits, see the Bank's website.
- vi. The Bank need not execute any fund transfer instruction if on the date set for effecting the fund transfer:
  - a) there are insufficient funds in the source account to make the fund transfer; or
  - b) the Customer did not correctly use the electronic banking services;
  - c) an order of court or any applicable law prohibits the Bank from executing the fund transfer instructions;
  - d) the execution of the Customer instructions will cause the balance in Customer designated account to exceed the credit limit that the Bank has set for Customer designated account;
  - e) The Bank's policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where the Bank operates in or by any supranational organisation, official body) prohibits the Bank from executing the fund transfer instructions;
  - f) the receiving bank is not able to accept the funds transfer (which, for the avoidance of doubt, includes any intermittent period for whatever reasons during which a receiving bank is unable to accept transfers); or
  - g) there exists circumstances beyond the Bank's control that prevent the fund transfer from being carried out, despite reasonable precautions taken by the Bank.

**F. FEMA DECLARATION**

1. The Customer hereby declares that any transaction involving foreign exchange hereunder will not involve, and will not be designed for the purpose of any contravention or evasion of the provisions of the Foreign Exchange Management Act, 1999 or any rule, regulation, notification, direction or order made thereunder.
2. The Customer also agrees and undertakes to give such information/documents as will satisfy the Bank with regard to any foreign exchange transaction in terms of the above declaration. The Customer also understands that if the Customer refuses to comply with any such requirement or makes any unsatisfactory compliance therewith, the Bank shall refuse in writing to undertake any transaction on the Account and shall, if it has reason to believe that any contravention is contemplated by the Customer, report the matter to Reserve Bank of India and/or such other authority as the Bank deems fit.

## **G. SEVERANCE**

Each of the provisions of these Terms and Conditions is severable and distinct from the others and if at any time, one or more of such provisions is or becomes illegal or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way. Notwithstanding the foregoing, in the event of the illegality or unenforceability of any Term and Condition herein, the Bank reserves the right to withdraw the Card forthwith. The Customer agrees that the invalidity or enforceability of any part of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the other provisions herein.

## **H. WAIVER AND ASSIGNMENT**

The failure of the Bank to insist in one or more instances upon the strict performance of any of the provisions of these Terms and Conditions or take advantage of any of its rights hereunder shall not be construed as a waiver of any of such provisions or the relinquishment of any such rights, which shall continue in full force and effect.

The Customer agrees that the Bank shall have the right to assign and transfer any of its rights and obligations under these Terms and Conditions to any third party without obtaining the Customer consent. The Customer have no right to assign any of his rights and obligations under these Terms and Conditions unless if he obtained the Bank's prior written consent.

## **I. CHANGE IN FEES, CHARGES AND INTEREST RATES**

1. The interest rates and fees applicable to the accounts and banking services shall be as per the Schedule of Fees shown in the Bank branches or on the Bank website.
2. The Bank may - at any time - impose any kind of new fees or charges on the Customer's Account or any Services provided by the Bank to the Customer or change the rate or the amount of interest payable to the customer or any fees or charges payable by the Customer hereunder by changing the Bank's schedule of fees and charges. Such change shall apply from the effective date specified by the Bank. The new fees and charges will be available at the Bank branches or on the Bank website and upon the Customer's written request addressed to the Bank. The Customer and the other accountholder(s) in case of joint accounts hereby authorize the Bank to recover all charges related to Internet Banking Services
3. The interest payable on the account shall be calculated as determined by the Bank from time to time. The interest rate, the balance requirements, crediting cycle, and the other features are subject to change from time to time as per the sole discretion of the Bank and without notice to the Customer.

## **J. VARIATION OF THE TERMS AND CONDITIONS**

The Bank may, from time to time, and at its sole discretion, and without notice to the Customer change or amend any of these Terms and Conditions. Such changes shall apply on the effective date specified by the Bank in the notification sent to the Customer - if any - and shall apply to Accounts, Banking Services, loans, credit facilities, credit cards, Debit Cards, interest, unpaid interest, fees and charges, and any other products and services.

## **K. GRIEVANCE REDRESSAL**

The Bank enables its customers' to register complaints through multiple channels. The various channels available to customers are as follows:

1. Customer Care: Customers can contact our customer representative over the phone for redressal of issues. Customer service numbers are published on our Website.
2. Bank's Website: Customers to whom Internet Banking facility has been extended can log in to online account and register a complaint via a complaints form. A duly registered service request (SR) number would be shared with the Customer via Email and/or SMS to acknowledge the receipt of complaint.
3. Escalation of complaints: The Bank believes in providing transparent and efficient services to our Customers at all times. However, if a Customer is not satisfied with the timelines of response or the resolution provided through the channels listed above, the Customer can escalate the grievance to the next level, as per the escalation matrix available at the Website.
4. Principal Nodal officer:
  - i. If the Customer's issue is not resolved even after contacting various complaint resolution channels, he/she can write to the Nodal Officer at:

The Nodal Officer

Mr. S Sathappan  
Chief Operating Officer - India  
Gr. & 1st Floor, 5 North Avenue,  
Maker Maxity, Bandra Kurla Complex,  
Bandra (E), Mumbai 400051  
Email: Ssathappan@emiratesnbd.com  
Tel: 022 6153 2322

#### 5. Escalation to the Regulator:

In case the Customer is not satisfied with the response from the Bank, Customers will be provided the option of approaching the Banking Ombudsman (BO). The details of BO are made available at the branches and also on the Bank's Website.

#### L. TERMINATION

1. The Bank may end this banking agreement or the Customer's access or use of a product in any manner including through Bank's electronic banking services by giving the Customer prior notice in writing in accordance with the banking agreement.
2. If the Customer has more than one account, the Customer may not cancel certain electronic banking services for any one account only (unless we otherwise agree).
3. After this banking agreement for a product ends, the Customer must:
  - (a) not use the product or any benefits in connection with the product and not access or use the product through the Bank's electronic banking services;
  - (b) immediately repay all amounts owing to the Bank under this banking agreement including the balance owing for the account for the product; and
  - (c) do any other thing which this banking agreement requires to be done when the Customer's right to access or use the product in any manner including through the Bank's electronic banking services ends.
4. Ending this banking agreement, or the right to use a product, does not affect any of the rights and obligations of either of the parties, which arose before it ended. The Customer is not entitled to any refund of any fee or amount paid or subsidy received in connection with any product. All provisions in this banking agreement in connection with payments, claw backs, indemnities, limitation of liability, disclosure of information, set off, currency conversion, tax survive termination of this banking agreement.

#### M. INDEMNITY

1. The Customer undertakes and agrees to indemnify the Bank harmless against any loss, damages, liability, costs and expenses, whether legal or otherwise, which the Bank may incur by reason of any Banking Service or transaction or otherwise under these Terms and Conditions.
2. Negligence or misconduct of the Cardholder of the Terms and Conditions relating to the card.
3. Any improper use of the Internet Banking by the Customer.
4. The Cardholder shall indemnify and hold harmless the Bank from any and all consequences arising from the Cardholder not complying with the exchange control regulations of the RBI.

#### N. ANTI-MONEY LAUNDERING, COUNTER TERRORISM FINANCING, GOVERNMENT SANCTIONS OR EMBARGOES

- O. Customer to comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, agreements between the Bank and any authority, regulator, or enforcement agency, policies (including the Bank's policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agency, exchange body, the Bank may:
- i. be prohibited from entering or concluding transactions involving certain persons or entities (e.g. person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and trade sanctions imposed by any regulator in any jurisdiction where the Bank operates in or by any supranational organisation or official body including, but not limited to India; or
  - ii. report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which the Bank may need or decide to disclose. Transactions impacted include those that may:
  - iii. involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
  - iv. be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or
  - v. involve persons or entities which may be the subject of sanctions and embargoes.
- P. The Bank may intercept and investigate any payment messages and other information or communications sent to or by you or on your behalf and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.
- Q. The Bank may take any action it believes to be necessary to comply, or in connection, with the matters set out in clause

#### R. RIGHT OF SET OFF

In addition to any general right of set-off or other rights conferred by the law to the Bank, the Customer agrees that the Bank may at its sole discretion at any time and without notice, combine, utilize to appropriate money belonging to him and lying/

deposited with the Bank or due by the Bank towards any of the Bank's dues and outstandings under or in respect of a loan facility, including any charges/fees/dues payable under these Terms and Conditions.

**S. ADDRESS**

The address stated by the Customer in the Account opening form (the "Permanent Address") and/or the relevant Banking Service application shall be the selected place of domicile on which the Customer shall receive all notices, summons, demands and claims in respect of the Customer or any dispute in relation thereto and serving of the same to the Customer on this address shall be deemed to have been duly made, in the event where the Customer fails to notify the Bank with any changes thereof.

**T. GOVERNING LAW AND JURISDICTION**

These General Terms and Conditions and/or operations in the Accounts of the Customer maintained by the Bank and/or the use of services provided through Internet Banking Services are construed to be governed in accordance with the laws in India. Bank accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of India. The mere fact that Internet Banking Service can be accessed through internet by a Customer from a country other than India shall not be interpreted to imply that the laws of the said countries govern these General Terms and Conditions and/or the operations in the accounts of the Customer through Internet and/or the Use of Internet Banking Services. The Customer agrees to abide by prevailing laws in respect of Internet Banking Services applicable in India. It is the responsibility of the Customer to comply with any regulations prevailing in the country from where he/she is accessing the Internet.

All disputes shall be subject to the jurisdiction of the Courts in Mumbai (India). The Bank however, may, in its absolute discretion commence any legal action or proceedings arising out of these terms in any other court, tribunal or other appropriate forum, and the Customer hereby consents to that jurisdiction.