

Definitions and Interpretations:

"Net Banking Terms and Conditions" shall mean the Terms and Conditions as modified from time to time applicable to Net Banking offered by the Bank.

"Confidential Information" refers to information obtained by the Customer, through the Bank, for availing various Services through Net Banking.

"PRIMARY ACCOUNT" MEANS the principal account which has been identified by me as designated account for all the Net banking facilities. Any one saving account/current account/cash credit account/ overdraft account can be identified as Primary account;

"Payment Instruction" shall mean an instruction given by a Customer to transfer funds from the Account held by the Customer to different account(s) held by said Customer within the Bank and registered under the said Internet banking facility and/or an instruction given by a Net banking registered customer to transfer funds to any other Customer(s) account within the Bank or with any other Bank in India (select cities) and /or to make payments of the nature of bill payments, Credit Card payments, and any such payments of similar nature and/or request to issue Demand Drafts (DO) in the name of the beneficiary who may or may not have an account with the Bank.

INTERNET refers to the network of computers / mobile phones / other electronic devices which share and exchange information. The Internet is a worldwide broadcasting capability, mechanism for information dissemination, and a medium for collaboration and interaction between individuals and their computers / mobile phones / other electronic devices capable of accessing the Internet without regard for geographic location.

NETBANKING SERVICES is the Bank's Service (including all modifications of such services) which provides access to account information, and other services (Including transactions of non-financial and financial in nature). The terms Net Banking and Net Banking Services/facility may be interchangeably used.

USER CUSTOMER refers to any person who has a Bank Account who has been authorized by the Bank to avail of the said facility.

User Id (Login name) is a system generated but random Unique User Id that is given to each Net Banking registered Customer of the Bank.

Login Password is the Password that the customer needs to use along with the Login Id in order to login for Net Banking.

Transaction Password is the password that the customer needs to use while processing a Third Party Funds Transfer.

ACCOUNT refers to the Customer's Savings and/or Current Account and/or Overdraft account(s)/Cash Credit/Term loan so designated by the Bank to be eligible account(s) for operations through the use of Net Banking.

PERSONAL INFORMATION refers to the information about the Customer obtained in connection with Net Banking/any other Banking relationship with the Bank.

APPLICATION FOR NETBANKING:

The Bank may offer Net Banking to *select* Customers at its discretion. I agree that in order to be eligible for Net Banking, I would need to have access to the Internet and knowledge of the use and functionality of the Internet. I accept that my application for Net Banking does not automatically imply acceptance by the Bank.

The Bank at its Sole discretion may reject my request for Registration for Net Banking. The decision of the Bank will be final and binding on me

SOFTWARE:

The Bank will advise from time to time the Internet Software such as Browsers, which are required for using Net Banking. There will be no obligation on the Bank to support all the versions of this Internet Software. I agree that I shall be responsible for upgrading my software, hardware and the operating system at my cost from time to time so as to be compatible with that of the Bank. The Bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and shall be under no obligation to support the software, hardware, operating systems used by me and that the same shall be my sole responsibility.

NETBANKINGSERVICE:

The Bank shall endeavor to provide through Net Banking, such services as the Bank may decide from time to time. The Bank reserves the right to decide the type of services that may be offered on each account and may differ from Customer to Customer. These facilities shall be offered in a phased manner at the discretion of the Bank. The Bank may also make additions / deletions to the services offered through Net Banking at its sole discretion. The availability / non-availability of a particular service shall be advised through e-mail or SMS or website of the Bank or through written communication. The Bank will offer services as restricted by the Terms and Conditions governing the operation of concerned/respective accounts. In case of Minor accounts, the natural guardian undertakes to give all instructions relating to the operation of the account and further undertakes not to reveal the User Id, Login, and Transaction Password to the Minor.

Presently Net Banking facility is not available for the Term Deposits/ Trust /Societies Reg. Co-op. society/ Association/ Club/Executors/ Administrators/ Other Institutions/ Bank/ Mode Of Operation- POA Holder/ Self operator by Minor account. The Bank may in its sole and exclusive discretion confine this facility only to certain permitted Customers or may extend it from time to time to be generally available to all Customers " ".

TRANSACTION PROCESSING:

All the instructions for instantaneous transactions will be given effect instantaneously unless and until some processing work or Maintenance activity is being done. In case the services are not available during the End of the Day processing then the transaction will get effected on the next day.

All the requests r (on-line Third Party Fund Transfer) received after the last batch of NEFT batch timings will be carried out on the next working day (as per the NEFT batch timings) on subject to availability of clear funds in the account authorized for debit. In case instructions for effecting any transactions are received on weekly offs/holidays/public holidays, they shall be effected on the immediately succeeding working day as per the NEFT batch timings and subject to availability of the necessary infrastructure required for remitting funds through NEFT.

In case of online payment, I understand and agree to give instructions for payment at least 3 working days of the Bank prior to due date of the bill and in the event of late payment I shall be liable for the late payment charges and other consequences as may be enforced by the biller.

I shall not hold the Bank responsible for not processing/effecting any transactions in case the Bank does not receive instruction to this effect even though I have forwarded the same electronically, i.e. by means of e-mails. In the event of any dispute on the actual communication made to the Bank, the records of the Bank shall be final and binding on me.

I hereby agree to abide by the following Terms and Conditions in addition to the Terms and Conditions as applicable to Net Banking: I have the full right and/or authority to access and avail of the services obtained and I shall observe and comply with the applicable laws and regulations in each jurisdiction in applicable territories. I shall not involve the Bank as a party to such transaction. I shall provide the Bank with such information and/or assistance as is required by the Bank for the performance of the Services and/or any other obligations of the Bank herein. I also agree that only credits will be permitted in my Term loan account. In addition, debits will not be allowed from my Net banking registered Term Loan and/or Cash Credit accounts.

I shall not at any time provide to any person, with any details of the accounts held by me with the Bank including, LOGIN ID, LOGIN PASSWORD, TRANSACTION PASSWORD, account number, which may be assigned to me by the Bank from time to time. I agree that the Bank shall be entitled to presume that all instructions received by the Bank by using my User Id and LOGIN PASSWORD / TRANSACTION PASSWORD are in order / genuine and have been actually given by me and I shall be bound by the same conclusively.

Joint Accounts :

In case of Joint Accounts, transactions through Internet Banking, shall be available if the mode of operation is indicated as 'either or survivor' or 'anyone or survivor' The user desirous of using the Internet Banking should either be the account holder and sole signatory or authorized to act independently in case of a joint account . For all joint accounts, only one User-Id and password for Internet Banking will be issued to the joint Account holders when requested. The other joint account holders shall expressly agree with the arrangement and give their consent on the Application form for use of Internet Banking. All correspondence will be addressed to the first named person only. All transactions arising from the use of Internet Banking in the joint account shall be binding on all the joint account holders, jointly and severally.

In case of company/firm's accounts - the company/firm undertakes that the Bank shall be entitled to presume all instructions received by the Bank by using company's/firm's User Id and LOGIN / TRANSACTION PASSWORD are in order / genuine and

have been actually given by the authorized signatories of the company/firm and the company/firm shall be bound by the same conclusively.

It is the responsibility of the company/firm to inform the Bank in case of change of authorized signatories and the bank is not bound to enquire as to whether or not the user has been authorized to access the Netbanking facility on behalf of the company/firm and accordingly, a person using the Netbanking service on behalf of the company/firm shall be presumed by the Bank to have the authority to have access to the Netbanking facility.

LOGIN / TRANSACTION PASSWORD:

The following is applicable for Third Party Fund Transfer for all accounts: After the receipt of the Bank generated LOGIN PASSWORD / TRANSACTION PASSWORD, the same should be changed and set as per User customer's choice. Customer should choose a LOGIN PASSWORD / TRANSACTION PASSWORD which shall be at least of 8 characters long or such minimum number as may be specified by the Bank from time to time and shall consist of a mix of alphabets, numbers and/or special characters which must not relate to any readily accessible personal data such as my name, address, telephone number, driving license etc. or easily guessable combination of letters and number;

I understand and agree that I must:

Commit the LOGIN PASSWORD / TRANSACTION PASSWORD to memory and not record them in a written or electronic form; Not allow any unauthorized person have access to my computer or leave the computer unattended while accessing Net Banking; I agree that in case I forget the LOGIN / TRANSACTION PASSWORD, I can request for change of the LOGIN / TRANSACTION PASSWORD. Such replacement shall not be construed / deemed as the commencement of a new contract.

CHARGES:

I authorize the Bank to recover all charges related to Net Banking as determined by the Bank from time to time by debiting my account. The schedule of charges would be applicable as mentioned on the website.

MAILING ADDRESS:

All correspondence / delivery by the Bank shall only be done at the address and / or E-mail Id as registered with the Bank.

Risks:

I hereby acknowledge that I am availing the Net Banking & Third Party Funds Transfer Services at my own risk.

Misuse of User Id and LOGIN / TRANSACTION PASSWORD:

I acknowledge that if any third person obtains access to my User Id and or LOGIN / TRANSACTION PASSWORD, such third person would be able to provide Payment Instructions / other instructions to the Bank. I shall ensure that the Terms and Conditions applicable to the use of the User Id and LOGIN / TRANSACTION PASSWORD as contained herein are complied with at all times. The USER will not attempt or permit others to attempt accessing SVC Net Banking through any unlawful means.

Instructions:

All instructions for Internet Banking shall be given, through computer or any other medium/channel enabled by the Bank for the purpose, by the user in the manner indicated by the Bank. The user is also responsible for the accuracy and authenticity of the instructions provided to the Bank and the same shall be considered sufficient to operate the Internet Banking. The Bank shall not be required to independently verify the instructions, and the instruction shall remain effective till such time the same is countermanded by further instructions by the user. The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of an instruction, which is subsequently countermanded. The Bank states that it has no liability or obligation to keep a record of the instructions to provide information to the user or for verifying user's instructions. The Bank may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the Internet Banking if it has reason to believe that the user's instructions will lead or expose to direct or indirect loss or may require an indemnity from the user before continuing to operate the Internet Banking.

Any instruction, order, direction, request entered using the password of the user shall be deemed to be an instruction, order, directive, request received from the user. All instructions, requests, directives, orders, directions, entered by the user, either electronically or otherwise, are based upon the user's decisions and are the sole responsibility of the user. The user understands

that entering an instruction, direction, order, request with the Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order or request. The Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the user until it confirms the receipt of such instruction, direction, order, request.

Honouring Payment Instructions:

The Bank shall incur no liability if it is unable to effect any Payment Instruction on the Payment Date because of the existence of any one or more of the following circumstances:

1. If the Debit Account does not contain sufficient funds to process the Payment Instruction or the amount exceeds the overdraft limit, if any, granted to the Payee.
2. If the funds available in the Debit Account are under any encumbrance or charge.
3. The name of Payee and/or details required for effecting the payment is not correctly provided by the User.
4. Due to refusal of the Payee's bank to honor the payment for any reason whatsoever.
5. Due to circumstances beyond its reasonable control.

Service charges as stipulated by the Bank will be debited from the Account(s) if a Payment Instruction fails due to any of the above mentioned reasons. The amount of the charges will be intimated to the User on the Website or through any other medium, as the Bank may deem fit.

The Bank shall have the right to refuse to comply with the Payment Instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction, and have the right to suspend the operations of the Received Funds Facility if it has reason to believe that the Payment instructions will lead or expose to direct or indirect loss or may require an indemnity from the User before continuing to operate Received Funds Facility.

Internet Frauds:

The Internet per se is susceptible to a number of frauds, misuse, hacking and other actions that could affect Payment Instructions/ Third Party Funds Transfer Service to the Bank. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions that could affect Third Party Funds Transfer Service to the Bank including result in delay or failure in processing the instructions. I shall separately evolve/ evaluate all risks arising out of the same and the Bank shall not be responsible for the same.

I understand that doing a Net Banking transaction at a Cyber cafe/shared computer terminal is risky and I shall not use the services of a cybercafé/shared computer terminal to do any Net Banking transactions.

Mistakes and Errors:

The filling in of applicable data for transfer of funds and/or issue of Demand Drafts would require proper, accurate and complete details.

For instance, I am aware that:

I would be required to fill in the correct account number of the person to whom the funds are to be transferred; I would be required to fill in the correct details such as the name of the payee (who may or may not have an account with the Bank), mailing address and Credit Card number while making Credit Card payments and amount of the Demand Draft and the city/state where the Demand Draft is payable. I also understand that the Demand Draft request will be routed to the designated branch wherein my Primary account is maintained and I hereby undertake to personally collect the Demand Draft from the said branch. In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts or the Demand Draft maybe incorrectly issued or sent to a wrong address and there is no guarantee of recovery of the same thereafter. I shall therefore take all care to ensure that there are no mistakes and errors and that the information given by me to the Bank in this regard is error free, accurate, proper and complete at all points of time. I indemnify the Bank from any loss due to an error on my part.

Payee/Beneficiary Details entered by Customer during registration of TPFT is entirely at his/her risk and responsibility. The Bank does not take any responsibility for incorrect details/ data keyed-in by the Customer.

Amounts once remitted by way of TPFT cannot be refunded back to the customer.

Liability of the user and the Bank : The Bank shall not be liable for any unauthorized transactions occurring through the Internet Banking and the user hereby fully indemnifies and holds the Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. The Bank shall under no circumstance be held liable to the user if the Internet Banking is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of The Bank.

Under no circumstances the Bank shall be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the user or by any other person. Illegal or improper use of the Internet Banking shall render the user liable for payment of financial charges as decided by the Bank or will result in suspension of the operations through the Internet Banking.

Disclaimer of Warranties: The User expressly agrees that use of the Website is at its sole risk. The Website is provided on an "as is" and "as available" basis.

Except as warranted in the Terms, the Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Internet Banking.

Transactions:

The transactions, which may require, the transfer of the funds may not fructify or may not be completed by the parties to whom I request the Bank to transfer the funds. The Bank is not in any manner involved in the said transactions and contracts and my sole recourse in this regard shall be with the party with whom I have the transactions. The Bank is merely providing me services whereby the said funds would be transferred on my instructions.

Technology Risks:

The Bank will not be liable for any virus that may enter the user's system as a result of the user using Internet Banking using unprotected media.

It may also be possible that the site of the Bank may require maintenance and during such time it may not be possible to process the request of the Customers. This could result in delays in the processing of instructions or failure in the processing of instructions. I understand that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or profit or otherwise arising out of any failure or inability by the Bank to honor any Customer instruction for whatsoever reason.

Limits:

I am aware that the Bank may from time to time impose maximum and minimum limits including daily limits on transfer of funds that may be transferred by virtue of the payment instructions given hereunder. I acknowledge that the same is to reduce the risks on me. For instance, the Bank may impose transaction restrictions within particular periods or amount restrictions within a particular period or even each transaction limits. I shall be bound by such limits imposed and shall strictly comply with them.

Indemnity:

In consideration of the Bank providing the user the Internet Banking, the user shall, at his own expense, indemnify and hold the Bank, its directors and employees, representatives, agents, as the case may be, indemnified against all losses and expenses which the Bank may incur, sustain, suffer or is likely to suffer in connection with the Bank's execution of the user's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through Internet Banking for any action taken or omitted to be taken by the Bank, its officers, employees or agents, on the instructions of the user. The user will pay the Bank such amount as may be determined by the Bank to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

Further, the user agrees, at its own expense, to indemnify, defend and hold harmless the Bank, its directors and employees, representatives, agents against any claim, suit, action or other proceeding brought against the Bank, its directors and employees, representatives, agents by a third party, to the extent that such claim, suit, action or other proceeding brought against the Bank, its directors and employees, representatives, agents, and is based on or arises in connection with the user of Internet Banking with reference to:

- (i) a violation of the Terms contained herein by the user;
- (ii) any deletions, additions, insertions or alterations to, or any unauthorized use of, Internet Banking by the user;
- (iii) any misrepresentation or breach of representation or warranty made by the user contained herein; or
- (iv) any breach of any covenant or obligation to be performed by the user hereunder. The user agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

The user shall indemnify the Bank from and against all losses and damages that may be caused as a consequence of breach of any of the Terms and Conditions mentioned herein above.

The Bank's sole obligation and my sole and exclusive remedy in the event of interruption to the Net Banking services or loss of use and/or access to the Bank's website shall be to use all reasonable endeavor to restore the services and/or access as soon as reasonably possible. The Bank makes no express or implied warranty with respect to the Net Banking services provided hereunder including without limitations any warranties of uninterrupted/error-free performance of the Net Banking System, non-infringement of third party rights, title, satisfactory quality and/or fitness for a particular purpose. The SVC Net Banking service cannot be claimed as a right. The Bank may also convert the Service into a discretionary service anytime, if so warranted, after it has been made available to the USER.

Liability:

The Bank shall not be liable for any unauthorized transactions occurring through the use of Net Banking, which can be attributed to the fraudulent or negligent conduct of *any person*

In case I suspect that my User id and LOGIN / TRANSACTION PASSWORD is known to another person and/or notice an unauthorized transaction in my Net Banking account, the Bank shall not held be liable for losses arising out of the unauthorized transactions occurring in the Net Banking accounts after the receipt of such advice by the Bank.

I agree that I shall be liable for all losses from unauthorized transactions in my accounts if I have breached the Terms or contributed or caused the loss by negligent actions such as the following: Keeping a written or electronic record of User Id and LOGIN / TRANSACTION PASSWORD; Disclosing or failing to take all reasonable steps to prevent disclosure of the Net Banking LOGIN / TRANSACTION PASSWORD to anyone including Bank staff and/or failing to advise the Bank of such disclosure within reasonable time; Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in my accounts.

Proprietary Rights:

I acknowledge that the software and hardware underlying the Net Banking Service as well as other Internet related software which are required for accessing Net Banking are the legal property of the Bank. The permission given by the Bank to access Net Banking will not convey any proprietary or ownership rights in the above software / hardware. I agree that I shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software / hardware underlying Net Banking or create any derivative product based on the software / hardware.

Termination of Net Banking Service:

I may request for termination of the Net Banking Services any time by giving a written notice of at least 15 days to the Bank. I agree that I will remain responsible for any transactions made on my account(s) through Net Banking prior to the time of such cancellation of the Net Banking Service. The closure of all my accounts will automatically terminate the Net Banking Service. The Bank may suspend or terminate Net Banking Services wholly or partially at any time by giving to me at least 30 days notice under normal circumstances. Bank may withdraw or terminate the Internet Banking anytime either entirely or with reference to a specific service or user; or in case of breach of Terms by the user without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the user.

Right of set-off and Lien:

The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits/scripts held in the Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Internet Banking extended to and/or used by the user.

Availability of funds :

I/We undertake to maintain sufficient clear funds in my/our accounts for transactions through the Internet Banking I/We understand that the Bank shall not be held responsible or liable if it is unable to effect the payment transactions due to insufficient funds in the account or if the funds available in the payment account are under any encumbrances or charges in carrying out my instruction in case an overdraft is allowed by the Bank in my account, I agree to pay the amount of overdraft with applicable Interest and other charges thereon, effective on the date of allowing overdraft, immediately on demand by the Bank.

Notices:

Notice in respect of Net Banking may be given in writing by hand delivery or by sending by post on the last known address & Notices to the Bank may be given to the Corporate Office address.

In addition, the Bank may also publish notices of general nature, which are applicable to all Customers of Net Banking on its web

site. Such notices will have the same effect as a notice served individually to the customer

Governing law:

These Terms and/or the operations in the Accounts of the user shall be governed by the laws of India. The Parties hereby agree that any legal action or proceedings arising out of the Terms for Internet Banking shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals.

Non-Transferability : The grant of Internet Banking to a user is not transferable under any circumstance and shall be used only by the user.

Change of Terms : Bank shall have the absolute discretion to amend or supplement any of the Terms and/or terms and conditions stipulated by the Bank at any time and shall give notice (except for change in interest rates) by hosting the same on the Website or in any other manner as decided by the Bank. The Customer shall be responsible for regularly reviewing these Terms and the terms and conditions stipulated by the Bank including amendments thereto as may be posted on the Website. By using any new services as may be introduced by the Bank, the user shall be deemed to have accepted the changed Terms and terms and conditions stipulated by the Bank.