

Terms and Conditions and Rules for the Services

For all Current (including Overdraft Accounts), Savings, Fixed Deposit and Investment Accounts

This document lays out the Terms & Conditions and Rules for the Services (hereinafter called "T&Cs") which shall be applicable to all existing, new, or future, Current, (including Overdraft Accounts) Savings and Fixed Deposit Account(s) and Investment Services Account(s) with the branches of The Royal Bank of Scotland N.V. in India (hereinafter called the 'Bank'). The word 'Customer' refers to the person or person(s) in whose name the Account(s) with the Bank are existing, may be opened (changed) now/any time in future. The word Customer shall include both singular and plural, (for purposes of reference to joint account holders, individually and collectively). The word 'Account' refers to all existing, new and future (including but not limited to any changed or altered form) Account(s), (in any form whatsoever including but not limited to usual Banking Services and any kind of Banking or Financial relationship), either held and/or operated and/or transacted single and/or jointly at the Bank. The word "Customer" shall be hereinafter be used for both, the genders as well as juristic persons, and association of persons, HUF (Hindu Undivided Family), Charitable Society or Trust having an account with the Bank and for the sake of convenience is being referred to in the masculine gender.

Anything contain herein may or may not apply, or be modified, added to, amended with reference to NRI/OCB/PIO accounts as the Bank may deem fit in view of its own decision and what the laws in India permit.

The Customer agrees to comply with and be bound by the T&Cs as existing now and with all additions, modifications and addendum thereto made at any time during the Customer having an Account at the Bank, and recognizes that the T&Cs herein are without prejudice to any right that the Bank may have with respect to the Account in law or otherwise. The T&Cs may be read as a stand-alone document or be read with other such documents as may apply to a particular Account/situation/circumstance/transaction.

SERVICES

For the convenience of the Customer and for more efficiently servicing the Account, the Bank offers, itself or through third parties, various Services including but not limited to: a) Cash Delivery; b) Courier pickup/delivery; c) Combined portfolio statement; d) Foreign Exchange delivery/sale/purchase; e) Bill payments/presentment; f) Pool Sweeps; g) Drop Box; h) Stop Payment; i) ATMs; j) Bank By Phone; k) NetBanking; l) EDC/ POS usage; m) Kiosks; n) Banking over other electronic media, etc. (hereinafter called the 'Services'). Customer acknowledges that he has understood the particulars of these Services and the Rules & Conditions for their utilization. Brief particulars of these Services and some of the terms & conditions governing the Services and also those governing the Customer relationship with the Bank are summarized below and that each Service is subject to change, discontinuance or alteration in any manner whatsoever, with any prior or post notice to the Customer. The Bank maintains the discretion to provide all or some, or discontinue some, or modify, the above Services.

¹ The Bank may make these T&Cs applicable to loan accounts, in which event these T&Cs shall apply to such of loan accounts, from the date and to the extent the same have been made applicable by the Bank.

² "Bank" shall mean and include (only for purposes of the Bank's convenience and operations) unless it is repugnant to the context or meaning thereof its officials, employees, agents, contractors, consultants, content providers and any such persons, entities, who are affiliated or associated with the Bank for whatever purpose in relation to the account or the Bank operations except where the Bank has itself excluded any such person or entity herefrom.

³ The words "he", "his" is generic and shall be used interchangeably for a male or female or legal juristic person, association of persons, consortium in connection and reference to a Customer and having an Account with the Bank.

ACCOUNT CLOSURE

Without any reason and without assigning any reason, Bank may in its absolute discretion be entitled to close any Account by giving 7 (seven) days written notice to this effect to the Customer. Bank shall not be liable for any consequences arising out of such closure of any Account including but not limited to return of cheques unpaid after the expiry of such period. On closure of Account, Bank shall remit the amount outstanding to the credit of the Account, if any, by Pay order/cheque to the address of the Customer recorded with the Bank. Customer may close the Account at any time without any notice to the Bank. However the Bank shall be entitled to refuse the closing of the Account till such time: all charges, interest, expenses, etc. payable by the Customer to the Bank have been paid in full.

It shall be the responsibility of the Customer that at the time of closing of Account, the Customer shall return all of the unused cheque leaves to the Bank. The Customer shall also inform the Bank with regard to the cheques issued but yet to be presented. Notwithstanding the above, the Account may be closed at the Customer's request and in case any cheque issued by the Customer is presented to the Bank after the closure, the Customer shall alone be responsible for dishonour of the same. The Customer shall indemnify and keep the Bank indemnified against any loss or damage that the Bank may suffer on account of dishonour of cheque due to closure of the Account. Without prejudice to the Bank's right to claim from any of the Customer's funds/ assets/ account(s) in the Bank's possession or care, the Customer hereby unconditionally, irrevocably and without demur agrees and undertakes to immediately pay the Bank, in such manner as specified, upon the Bank written demand and without cavil or argument any sum or sums so claimed if grounds or reasons for the Bank's demand for the sum specified therein can be established.

In accordance with the guidelines issued by the R.B.I. from time to time, the Bank shall have full right to close the Account of the Customer if the Bank is unable to meet any of the legal and/or regulatory requirements and/or verify the identity and/or obtain documents required as per the risk categorization due to non-cooperation of the Customer or due to non-furnishing of information and/or non-reliability of the data/information furnished to the Bank by the Customer.

ADDRESS

Bank shall send all communications, correspondences, statement of accounts, cheque books, drafts, etc. to the Customer at the address of the Customer duly recorded with the Bank except in exceptional circumstances. Change of address can only be done by the Bank on a written instruction from the Customer, in the case of accounts with joint holders; the change of address request should be signed by all the account holders for it to be affected by the Bank. Customer must promptly notify in writing to the Bank in case of change in his address. Change of address will be applicable to all the accounts of the Customer wherein he is the sole as well as the primary account holder. Bank will not be responsible for any mail posted/couriered by the Bank at such address but not received by the Customer due to any reason whatsoever including but not limited to the fault of the postal/courier agency, mail being delivered at the given address but being not received by the Customer and/or mail not being delivered at the given address due to the Customer not being available thereof. In case of non-delivery of mail, Bank will not be responsible or liable to re-deliver the mail. In case of accounts with joint holders, all account communication will be ONLY sent to the address of the primary holder.

ALERTS

Alerts are messages sent to the Customer triggered by certain events taking place in the Account of the Customer or otherwise. These messages are sent over certain channels of Electronic Banking. Alerts are provided to customers for information only on a best effort basis. These Alerts have no bearing on the way transactions on Accounts will be processed. Transactions on Accounts will continue to be guided by prevalent banking practice and the Bank on best effort basis may display certain pre-defined Alerts. These Alerts may be on the Welcome page of the NetBanking when the Customers access his Account over the NetBanking and/or on Mobile Phone. However the Bank shall not be responsible or liable for the timeliness, completeness, accuracy and successful delivery or receipt of the Alerts and also why certain information is not put as an Alert or why certain information earlier put as an Alert is not later put as an Alert.

APPLICABLE/GOVERNING LAW

All Accounts shall be governed and be subject to laws of India and guidelines as may be issued by Reserve Bank of India from time to time. The Courts of the city in which the branch of the Bank in which the Account is/was opened shall have the exclusive jurisdiction and the Customer

⁴ NRI –Non-Resident Indian, OCB-Overseas Corporate Body, PIO-Person of Indian Origin:- as defined under the Foreign Exchange Management Act, 1999 and/or rules and regulations framed by the Government of India (GOI) and/or Reserve Bank of India (RBI).

⁵ The definition and explanation of each Service is provided briefly and may be further read with the brochure or guidelines which the Bank may/has/shall, provide/provided, issue/issued, advertise/advertised or provides on specific request and each Service shall be further subject to such terms and conditions and disclaimers as may be additionally provided therein, from time to time by the Bank.

and the Bank unconditionally submit to jurisdiction of those courts. Notwithstanding the above this shall be without prejudice to the Bank also having the right to bring /file a claim in any other court or judicial forum at any other jurisdiction in India or outside India. The position or decision as that the Bank may take on anything related to the Account shall also be final and cannot be disputed by the Customer under any circumstances.

All obligations of the Bank in respect of any deposit held or received including repayment in whole or part thereof and/or any Account shall be subject at all times to the applicable laws and regulations in India and the guidelines as may be issued by the Reserve Bank of India from time to time.

US PERSON DISCLAIMER

Banking Disclaimer

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Without limiting the generality of the foregoing, the offering, sale and/or distribution of the products or services described herein is not intended in any jurisdiction to any person to whom it is unlawful to make such an offer, sale and/or distribution. Persons into whose possession this document or any copy thereof may come, must inform themselves about, and observe any legal restrictions on the distribution of this document and the offering, sale and/or distribution of the products and services described herein. The Royal Bank of Scotland N.V. India can not be held responsible for any damages or losses that occur from transactions and/or services in defiance with the restrictions aforementioned.

AVERAGE DAILY BALANCE (ADB)

Customer is required to maintain a minimum of average daily balance (ADB) in his Account in the limits as may be prescribed by the Bank from time to time. ADB is computed by adding the daily ending balances of the Account and dividing the sum with the total number of days Account is active during a period from the first day of the current month upto the last day of the current month. Service charges, as may be prescribed or notified by the Bank are computed based on non-maintenance of minimum ADB required.

ADB for Easy draw Accounts would be calculated based on the combined end of day balance of the transaction accounts and the linked term deposits. This would be computed by aggregating the end of day balances of the transaction accounts and the linked term deposits from the first day of the month to the end of the month and dividing the same by the number of days in the month for which the transaction account was in operation. The above paragraphs may be altered for purposes of any typical or specific requirement of the RBI as to FCNR term deposits from NRI's/PIO's

BANK BY PHONE

Bank by Phone is a facility, which allows the Customer to call on certain pre-specified numbers and perform various banking transactions. This could either be by Customer dialing in the choices or with the assistance of an operator. In order to identify the customer, the operator may request for certain static information of the Customer as may deem correct and may change from time to time. The Bank may offer, from time to time, the facility to the Customer of carrying out/availing various transactions and Services, over Bank by Phone. To avail this facility, the Customer is issued a unique four-digit Personal Identification Number (PIN). This PIN in conjunction with the Customer's Customer Relationship Number (CRN), which allows the Customer to access his

Accounts. This may be sent in a separate envelope to the Customer's registered address or may be issued online through Bank by Phone. PIN should always be kept completely confidential by the Customer. To ensure that the Customer receives courteous and efficient service and as a record of transaction carried out by the Customer, supervisory personnel of the Bank may randomly monitor Customer service telephone services and may even record some of the conversations. The Bank may use such recordings as evidence should a dispute arise between the Bank and the Customer. The Bank may keep such record of any transaction carried over by the Customer over Bank by Phone, as the Bank may deem fit. At the request of the Customer, the Bank may allow multiple access Ids for his Account through the Bank by Phone facility. Such additional access Ids, in accordance with the request of the Customer may be issued for inquire only or for both inquire and to transact. Each of such multiple accesses will be provided with a different Customer Relationship Number. All transactions through each of the Ids, availed by a Customer with respect to an Account shall be binding on the holder of such Account absolutely and the holder thereof shall not be entitled to claim that any transaction on any of the Ids' was not authorized by him. The Bank is not obliged to maintain the records of transaction in such Accounts based on different Ids that may be availed/issued. The Bank by Phone facility to NRI's/OCB's/PIO's shall be restricted and subject to such further limitations as shall be prescribed by the RBI. Additionally a transaction requested over phone shall not be carried out immediately, and shall be subject to such verification and authentication as the Bank may require. No transactions involving outward remittances shall be permitted except as RBI may liberalize from time to time.

BILLS PAYMENT/PRESENTMENT AND E-SHOPPING

Bank may make available the facility to the Customer to make payment from his Account with respect to certain bills/outstanding of bills or of any outstanding of certain service providers/vendors/utilities over Electronic Banking, with or without the ability for the Customer to know the details of such bills. However the Bank shall not be liable or responsible for:

- the accuracy of such bills/outstandings and/or details thereof or whether the bill was made available over Electronic Banking on time or not;
- to track whether the Customer has made payments through channels other than the Electronic Banking;
- the timeliness of payment to the respective service providers/vendors/utilities;
- the timeliness of receipt of payment by the respective service provider/vendor/utility;
- the discontinuation/suspension/partial suspension/cancellation of the service/goods/utility, for any reason whatsoever, and the consequences thereof;
- the quality of the service/goods for which the payment is intended/made or delay/non-delivery of the same due to any reason whatsoever including but not limited to the fault of the service provider/vendor/utility or the service provider/vendor/utility going into bankruptcy/suspending/ceasing to do business;
- any short/excess payment made to service provider/vendor/utility, and for which, the Customer is solely liable to follow up and settle the shortfall and or for refunds.
- the Bank does not warrant or claim any responsibility for this third party facility nor does endorse any such facility and or its standing or reputation whatsoever, the Bank remains a mere channel and facilitator and is not liable for any deficient or bad services in any manner whatsoever and for any loss, whatsoever that the Customer may suffer or incur, the risk is entirely on the Customer and he is required to do his own due diligence.
- the debits or credits to the NRI/PIO/OCB Customer account are further subject to such restrictions and limits as are specified for NRI/PIO/OCB operated accounts.

CASH DELIVERY

Under this Service, cash within such limits (both minimum and maximum) as may be decided by the Bank, from time to time, will be delivered to the Customer by a courier/messenger appointed by the Bank upon Customers request and against the Customer's cheque at the address of the Customer, recorded with the Bank or at such address, subject to agreement of the Bank, as may be notified by the Customer. To avail this service, Customer is required to convey instructions to the Bank by fax/telephone/other electronic medium and specify cheque number against which the cash will be delivered to the Customer. On receipt of such instructions, Bank will immediately debit the Customer's Account and then arrange for the delivery of cash by a messenger/courier. Bank will neither be able nor shall be bound to authenticate the Customer's instructions received over the telephone, fax or any other electronic medium, nor will it be able or be bound to verify whether the person conveying the instructions and using the Customer's personal identification number is the Customer. Courier/messenger will fulfil delivery instructions against receipt of the Customer's specific cheque, but will not, cannot and shall not be bound to verify that the signature on the cheque is that of the Customer. In the event of any discrepancy on such a cheque, the Bank cannot be precluded, where it is not possible to reverse an entry, from honouring or carrying out the debit

instructions, earlier given by the Customer. Bank will retain such record of instructions received from the Customer by telephone/fax/other electronic medium as the Bank may deem proper. Customer will be solely responsible and accountable for any misuse of this service. This service is provided by the Bank as a convenience only and in the event the cash is not delivered to the Customer due to the Customer not being at the designated address at the time of delivery or other reasons attributable to the Customer and/or for reasons beyond the control of the Bank, the Customer agrees that he shall have no claim whatsoever on the Bank. Provided further in case of non-delivery of cash, the credit for the same shall be processed by the Bank on the same day or the following working day, at the sole discretion of the Bank. Bank may at any time and from time to time with due notice, levy such charges for this service from an effective date, as the Bank may in its absolute discretion decide. The Cash Delivery services shall be further subject to such restrictions as RBI may specify. Physical currency (in cash or other defined form as is excluded) cannot and will not be delivered outside India and shall be subject to such Geographical limits as the Bank may impose. Without limiting the Bank's rights, it shall also be subject to such physical presence requirements for NRI's as the Bank may deem fit, for each specific request received.

CHARGES AND INTEREST

Customer(s) shall be required to pay all charges, fees, interest, costs wherever applicable etc., which the Bank in its absolute discretion, may levy with respect to the Account or any transaction and/or any use of any Electronic Medium and/or otherwise and the same may vary from time to time and that no individual or prior intimation shall be sent to the Customer(s). Interest payable on Saving and Fixed deposit Accounts shall be at such rate or rates as may be determined by the Bank, from time to time, in its absolute discretion and may vary (both upward and downward) from time to time. In case of insufficient balances in the accounts of the Customer, the Bank shall have a lien to the extent of the charges over the amounts that may be credited in the Account. The Bank reserves the right to recover (partially or fully) this amount from subsequent credits either into the same account or from any other account of the Customer.

The Bank will be entitled to recover its charges from any credit balance lying in any of the accounts of the Customer, without any prior or post notice to the Customer, and the Bank shall also not be liable for any return of cheques due to such recovery.

In the event of these charges / interest amount being un-recovered for such period as may be prescribed by the Bank, Bank (without prejudice to its rights to claim in any judicial forum or otherwise), shall be entitled at its sole discretion to close the Account without giving any notice to this effect. Bank shall not be held responsible for returning any instrument presented after the date of closure or any consequences thereof.

CHEQUE DEPOSIT

Cheques deposited are sent for clearing on the same day on a best effort basis as per prevailing clearing timings in the particular location (excepting for international cheques), which shall be subject to such procedure as described hereunder. Customer needs to check with the Bank for the prevailing cheque clearing timings. Customer should note that the Bank will try and meet the next applicable clearing time on a best effort basis and will not be liable for any losses/liabilities incurred as a result of a delay. Cheques, if drawn locally, will normally be presented to the drawee bank on the next working day. Bank may accept a cheque or other item for deposit to the Customer's Account from anyone. Bank is not obliged to question the authority of the person making the deposit. Cheques drawn on non - local clearing/outside India locations will be sent to the correspondent banks/own branches on collection basis or directly to the drawee bank and the proceeds of such cheques will be credited to the Account upon realization of funds. Credit to the Customer account of outside India /India cheques shall be subject to such exchange control and other regulations as RBI may direct from time to time and as the Bank shall impose on the account. Bank will not be responsible in case the cheques sent to the correspondent banks/own branches on collection basis are either lost in transit or the funds are not received by the Bank. In such a scenario, Bank is not under any obligation to follow up with the drawee bank and the Customer needs to contact the issuer of the cheque for further action. However the Bank at its discretion is entitled to credit the proceeds of such cheques even before realization of the same. Furthermore, in case the cheque has been returned by the correspondent bank / drawee bank/own branch after the funds for the same has been duly credited to the Account, Bank will immediately debit the Customer Account for the cheque amount and charges, if any, thereon, without prior notice. Bank shall not be responsible or liable for any contractual obligations, which were honoured by the Customer based on earlier crediting the proceeds into the Account. In case the Bank creates an overdraft on such debit, the Customer is bound and liable to repay to the Bank the amount of overdraft along with applicable interest from the date the amount

of the respective cheque was credited to the date of payment or realization of the amount of overdraft. Customer may deposit a high value cheque drawn on a branch participating in high value clearing for same day clearance. While depositing a cheque meant to be sent for high value clearing, the Customer should state the same on the deposit slip to assist the Bank in identifying the accompanying cheque as meant for high value clearing. However the Bank shall not be liable or responsible for not processing such cheque in high value clearing. Customer should inquire at the Bank for prevailing guidelines for this facility.

Bank will not be liable or responsible for any loss, including but not limited to, consequential loss due to crediting the amount of the instruments in an Account other than the Account of the depositor due to lack of clarity/overwriting of the Account number written on the deposit slip or due to delay in forwarding the instruments for clearing (including instruments meant for high value clearing) due to any reasons whatsoever. In case of any dispute on whether an instrument was attached to the deposit slip or not, the decision of the Bank shall be final and binding. Bank is entitled to refuse acceptance of a cheque drawn on a non-local clearing, in case the proceeds of the instruments is less than the collection charges to be levied and/or with respect to such location where the Bank has no arrangement with any bank thereat.

DEPOSITS OF FOREIGN CONTRIBUTION /DONATIONS

No amount will be deposited as a Foreign Contribution/Donations unless same is made in accordance with the provisions of The Foreign Contribution (Regulation) Act, 1976 and the same shall be made in compliance with all other rules, circulars, notices and guidelines issued from time to time relating to the acceptance/deposit of Foreign Contribution/Donations.

CHEQUE RETURNS

Bank will not be liable for returning any cheque, if the Account has insufficient balance as per the balance amount shown in the record of the Bank at that point of time, even though, on the same date, the Account may have sufficient balance at some other time, due to receipt of clearing, deposit of cash, etc. Bank is not liable or obliged to inform the Customer about cheques, which are returned unpaid due to any reason, whatsoever.

CONFIDENTIALITY

All customer Information supplied by the customer and/or in the knowledge of the Bank shall be kept confidential and utilised for Bank purposes only and shall be provided to employees/shared with, on the basis of a non-disclosure agreement or otherwise, with channel partners, content providers, service providers, verification agencies, credit bureaus, collection agencies, postal authorities/agencies, promoters of co-branded Cards (as defined later) on need to know basis and/or for marketing purposes. The Bank shall further disclose information, if required to do so by law, or in good faith belief that such action is necessary to conform to the law or in compliance of due process of law or as may be required to protect the Bank and/or its channel partners, and such other information as may be required to be disclosed, including but not limited to personally-identifiable information, if required to third parties and as required or permitted by the laws, rules, and regulations of any government, or other applicable authority;

CORRESPONDENT BANK RELATIONSHIPS

Bank uses the services of correspondent banks to provide various Services that include draft issuance and cheque collection. Bank will take due care to protect the interest of the Customer, but the Bank will not be responsible if there are any losses/liabilities which arise as a result of the action of the correspondent bank and/or any delay in realization of cheques deposited. Deposits shall only be made if accompanied by proper supporting documents as required and the Bank shall have such rights as have been specified hereinabove.

DEATH OR INCOMPETENCE

The Customer agrees to notify the Bank promptly if any owner or authorized signatory of the Account dies or is declared incompetent by a Court/Competent Authority. Bank may place a hold on the Account and stop all operations when an owner/ any account holder / authorized signatory dies or is declared incompetent or a restriction is placed on its operations, although the Bank can continue to levy charges / interest on such accounts and claim such amounts as are due to it under any bankers Lien or otherwise. In case of a death of a Customer/any of the holder(s) of the Account, Bank may retain any and all funds in the Account until it establishes the identity and credentials of the successor to its satisfaction, which may include insisting on a succession certificate/probate of a will. Bank will exercise due diligence in releasing funds to the successor who makes the first claim and shall not be a party to or liable for any disputes or claims which may arise subsequently. Any cheque presented after the date of such information

may, at the sole discretion of the Bank, be returned unpaid even if the date on the instrument is for a period prior to the death of the Customer. In case a nomination facility has been availed by the Customer, Bank will be discharged of its liability by making the payment to the nominee, irrespective the existence of a will / probate on the date of payment.

DEBIT AND/OR ANY OTHER CARD

When certain specified category of Customers opens/maintains an Account with the Bank, Bank may issue them a debit or any other similar card (the 'Card'). The Card shall include a co-branded debit card launched and issued by the Bank in association and/or collaboration with a third party(ies), from time to time. Notwithstanding the obligation of confidentiality imposed on the Bank, the Bank shall be entitled to share all Customer Information supplied by the Customer and/or in the knowledge of the Bank with such entity(ies) along with whom the Bank issues such a co-branded Card. The Bank shall not be liable or responsible in any manner whatsoever for the accrual or redemption of loyalty/reward/bonus points on the use of such a co-branded Card or for the quality, delivery or quantity of the benefits, goods and/or services offered/promised by the other party to such a co-branded Card and/or by the Bank in association with the other party to such a co-branded Card. In the event any of the benefits associated with such a co-branded Card and/or the Card are cancelled/modified by the said other party or such other party goes into liquidation then the Bank shall in no event be held liable by the Customer for the same. The Card shall be issued to the Customer at the sole and absolute discretion of the Bank and at such fees and charges as may be decided by the Bank at its sole discretion, from time to time. The Bank shall in no way be responsible or liable for delay/non-issue of the Card. The Card could be for use at an ATM (Automated Teller Machine) as well as at EDC (Electronic Data Capture) or POS (Point of Sale) terminals. The Card will be sent to the Customer at the notified address. A unique Personal Identification Number (PIN) is also allotted that allows the Customer to access their Accounts at Bank's ATMs, Cirrus network ATMs, any other ATMs with whom the Bank may enter into an agreement with, and EDC/POS terminals in India and/or outside India. This is sent in a separate envelope to the Customer's address. PIN should always be kept completely confidential by the Customer. Customer should ensure that the PIN is not seen by anyone else while being entered into an ATM/EDC/POS. The Card is valid for the period defined on face of the Card. The Bank may extend the validity of the existing Card or replace the same, at its sole discretion and at such fees and charges as may be decided by the Bank at its sole discretion, from time to time. In the event the validity of the existing Card is extended, the Bank shall not provide any notification of such extension to the Customer. The Card can be used to perform various transactions as may be made available by the Bank from time to time on ATMs/ EDC/ POS terminals/Kiosks.

If the Customer loses the Card/damages the Card/forgets the PIN, he must call any of the Bank's branches during regular banking hours to report the same. ATM Transaction Record: When the Customer completes a transaction at an ATM, a printed transaction record is generated. The Account balance reflected on the transaction record is the balance after the ATM withdrawals made at that time. When the Customer completes a transaction at an EDC/ POS, a printed transaction record is generated. The amount reflected on the transaction record is the amount of purchase at that EDC/ POS terminal. The use of the Card in jurisdictions other than India is subject to Government of India/ Reserve Bank of India (GOI/RBI) regulations, issued from time to time and shall not in the ordinary course be permitted, except as may be specified by RBI and limits prescribed therein, from time to time. The Customer is solely responsible to have and verify the latest information on the said regulations and abide by it as such.

Any use of ATM/ EDC/ POS facility beyond permitted limits and/ or in conflict with or in violation of, the rules and regulations as applicable in India and/or as applicable in the country where it may be used shall be to the sole risk, liability and responsibility of the Customer and the Bank shall not be/held responsible or liable for such action or act of commission or omission, that may have been committed, knowingly or otherwise. The Bank reserves the right to limit the minimum/maximum amount, which may be transacted per day by the use of the Card and any such limits, would be subject to the availability of balance in the Account. Similarly, daily minimum/ maximum transaction limits shall apply to all ATMs and may vary between different ATMs belonging to different banks' networks, country to country and from time to time. The Bank would not be responsible for any loss or inconvenience that the Customer may suffer due to lack of uniformity in these limits for transactions through different ATMs/networks. The Bank may, at its discretion, make available to the Customer, more ATMs, EDC/ POS, and /or other devices through shared networks for the convenience and use of the Customer.

The Bank can in its sole discretion, at short notice any time, to the Customer, decide to withdraw, discontinue, cancel, suspend or terminate the facility to use the Card and/or any of the services related to it, at an ATM/other devices within/outside India and shall not be liable to the Customer for any loss or damage suffered by the Customer resulting in any manner from such suspension or termination. Subject to the preceding sentence, no institution other than

RBS, India shall have any liability or responsibility to the Customer with respect to the use of the Card to conduct transactions in the Account.

The credit for deposits made in the ATMs will be available to the Customer on the following business day for cash deposits, and for cheque deposits after the same have been duly paid by the payee bank. However deposits by NRI's at ATMs, shall not be made ordinarily except with proper declaration as is required to be provided for each specific account(s) permitted for NRI's and provided that the deposit is made in permitted currencies. The methodology of making the payments shall be as per the prescribed rules and limits. The physical location of the NRI at the time of deposit in the particular ATM shall also be important, as required by RBI for cash based deposits. The Bank may need to decline or disallow a requested credit where the same is in conflict with the RBI norms/laws of India and call for such additional documents as the Bank may deem fit. The Customers shall have no claim on Bank, whatsoever in an event where and when ATM/ EDC/ POS connectivity to the Bank's systems is suspended, or in case of system failure/outages, some or all of the Services that may be normally available on the ATM/ EDC/ POS may not be available, for any inconvenience or loss to the Customer due to the same.

At the request of the Customer, the Bank may issue such number of Cards for each Account, as may be requested by the Customer, such additional Card, in accordance with the request of the Customer may be issued with different Ids' or with the same Id and for view only or for both view and transaction. All transactions on all the Cards issued with respect to an Account shall be binding on the holder of such Account absolutely and the holder thereof shall not be entitled to claim that a transaction on any of the Cards was not authorized by him. Debit Card or any other card issued by Bank to the Customer with respect to any facility extended by Bank shall be and always remain the property of Bank and the Customer must return the same to the Bank forthwith on demand made by the Bank in this regard or closure of the Account. Any loss/liability arising/suffered by the Customer due to misuse/use by third party of the same or otherwise shall be the sole liability and responsibility of the Customer. Any amount overdrawn from any Account on account of withdrawals/ transactions made using a Debit/any other Card, in excess of the credit balance of such Account(s) shall be made good by the Customer with interest thereon, at such rate and rests as prescribed by the Bank, on the overdrawn amount from the date the account was in overdraft status to the date of regularization, without prejudice to any right of the Bank to recover the same. All transactions made by use of the Debit or any other Card shall be binding on all the holders of the respective Account in case of joint Account. In case of minor Accounts, use of the ATM facility by the guardian, minor or any third party shall be at the exclusive risk of the guardian and the Bank will not be liable for any loss or expense incurred or suffered by the guardian by the use of such facility by the guardian/minor/third party. The use of ATM/ EDC/ POS facility and additional facilities provided at the ATM including but not limited to any non-banking facilities shall be subject to RBI rules and regulations and other Indian Laws. It may also be specifically noted for NRI's/OCB's/PIO's that the facility of transfers from Account to an Account, deposits of cheques or cash, is not currently available at the ATM facility and further the information on loans and deposit outstandings cannot be view on ATM's. The aforementioned facilities may be provided to NRIs/OCBs/PIOs at any time in the future at the administrative convenience of the Bank.

The Card may be used for cash withdrawals and transactions outside India, 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 cash is withdrawn as also in India and shall be strictly in accordance with the Basic Travel Quota (BTQ) Scheme prescribed under the Exchange Control Regulations. All withdrawals shall be subject to regulatory restrictions made with the Card within and outside India and shall constitute a payment at RBS, India, and a remittance to the country where the withdrawals is effected. Cash withdrawn at an ATM outside India, with the Card, shall be in a currency permitted at the institution which owns the ATM at which the withdrawals are made. The equivalent in the currency in which the Customer Account is held, along with processing charges, conversion charges, fees, if any, for such transactions shall be debited to the Account held at RBS, India. Usage of the Card outside India shall be made strictly in accordance with the Foreign Exchange Management Act, 1999, in terms of utilization of the applicable yearly BTQ limit across International Credit cards, Travelers cheques, cash and/or any other means. The Customer shall not use the Card for any cash withdrawal or making payment towards foreign currency transactions in Nepal or Bhutan and the currency of the transactions will not be the local currency of those countries. The onus of any non-compliance thereof shall be on the Customer and he shall indemnify and hold harmless the Bank from any and all consequences arising from non-compliance of the Exchange Control Regulations of the RBI.

Non resident Indians will be eligible to hold the international use of the Card issued in India. An existing account holder emigrating or proceeding overseas on permanent employment or intending to become an NRI (i.e. likely to reside abroad for more than 183 days in a calendar year), must endorse their passport(s) for usage till then and close their accounts before leaving the country. In case a card is cancelled, whether on account of

non-compliance with Exchange Control Regulations or otherwise, the Bank shall not be responsible for any attempted usage of the Card, whether in India or abroad. The issue and use of the Card is and will be subject to RBI's regulations in force from time to time. Withdrawal of foreign currency will attract a service fee as applicable and the amount of service fee shall be deducted from the BTQ limit for the relevant calendar year and will be debited to the Account in Indian Rupees. The transaction fee is liable to change without notice.

The Bank reserves the right to vary the terms and conditions including limits of withdrawals, from time to time, without any notice to the Customer.)

The use of the Card at an ATM/ EDC/ POS/other devices, shall constitute the express consent of the Customer to the terms and conditions prevailing at the time of use.

The Customer shall write to the Bank if any Customer thinks that the statement or receipt is wrong or if thinks there has been an error involving the Card or, within 15 (fifteen) days of receipt of the relevant statement, failing which the transactions shown in the statement shall be deemed to be correct and accepted by the Customer.

Use of the Card at any ATM/EDC/POS/ other devices may entail a service charge and/or transaction fee and or processing and/or conversion fee being levied on the relevant Account. Any charges/fees/conversions charges levied for transactions on the Card shall be debited to the relevant Account and the Customer shall be solely liable and responsible for payment of the same. The Bank shall have the right to notify at any time, the applicability of charge on the Customer for the issue or reissue of a Card and/or any fees and charges for the transactions carried out by the Customer on the Card and/or modify/enhance the same, from time to time. Details of presently applicable fees and charges can be obtained from the Bank. Any such fees and charges shall be deducted automatically from the Account at the time the fee or charge for each use at the ATM/other device and any such charge along with other applicable fee/charges shall be deducted from the Account. Any government charges, duty or debits or tax payable as a result of the use of the Card shall be the sole responsibility of the Customer and if imposed upon, , the Bank shall debit such charge, duty or tax in the Account. Customer hereby authorizes the Bank to make deductions from the Account and undertakes to indemnify the Bank against any expenses the Bank incurs in collecting money that the Customer may owe in connection with the Card (including without limitation reasonable attorney's fees to the extent permitted by law).

DELIVERY/PICK UP

Delivery of communications/ letters/ cheque books / statement of Accounts/ drafts/ cash and pick up of cheques/ cash/ documents will be made by a courier/ messenger/ mail and such medium as the Bank may deem fit, except where Bank may have specified and the Customer may have requested , with or without any additional charges, then such specifically requested medium, Deliver pick up- Geographical address, local in India, on the express condition that the Bank shall not be liable or responsible for any loss or delay arising there from. To avail of this facility with respect to certain Services, Customer is required to convey instructions to the Bank by telephone/fax/other electronic medium. The use of this facility is restricted to the notified vicinity and jurisdiction of a local Indian Branch any such facility to be availed may require the Customer to show any authentication document like a Driving License or Passport for verification purposes. The bearer of the delivery channel facility shall be entitled to take such copy as he/she may desire. Notwithstanding the anything contained herein the Bank shall not, nor be obligated to or be bound to authenticate the Customer's instructions received over the telephone/fax/other electronic medium, nor shall the Bank be obligated to, or be able to or be bound to verify whether the person conveying instructions and using the Customer's personal identification code/number is the Customer or not. Bank shall also have no responsibility, in any circumstance whatsoever, for any loss or damage that may occur to the Customer on account of theft/cheating/loss/delays in credits to the Customer Account, mutilation of cheques, drafts or other documents (including the signature and/or the amount of the same becoming illegible or incapable of being verified) for any reason or by any person. The pick-up and delivery will normally be done at the address of the Customer registered with the Bank, except in exceptional cases. While effecting delivery of communication / letters / Cheque books / statement of account / drafts /cash/ any other document at the last registered address of the Customer with the Bank, the courier / messenger will not, cannot and shall not be bound to insist or verify that the signature on the acknowledgement should be or is that of the Customer. Customer will be solely liable and responsible for any misuse of this service. NRI/PIO may avail such facility subject to any physical presence requirements, in the vicinity of the Branch, at the time of Delivery/ pick up as is required under the applicable rules.

DISCLOSURE OF INFORMATION

The Customer agrees that the Bank or its contractors may hold and process information

relating to his person, address, Accounts, business, etc. whether provided by the Customer or that may otherwise come to the possession of the Bank. The Customer acknowledges and agrees that the Bank shall be free to, may, use and disclose from time to time Customer Information in whatsoever form or to entity including but not limited, to other offices and branches of the Bank, to the Bank's subsidiaries and affiliates and to third parties/vendors such as but not limited to messengers, couriers, credit rating agencies, verification agencies and marketing agencies engaged by the Bank for various purposes including but not limited to for opening of an Account, grant of credit facility to the Customer, conduct of credit checks and references for itself as well as for other banks/finance companies/institutions/credit rating agencies, conducting and provision of day to day operations and facilities in the Account, to design, offer and market financial & other products and banking services to the Customer, verification of the security offered by the Customer, collection of debts/amounts due by the Customer to the Bank. The Customer further consents to the disclosure of Customer Information by the Bank, or any such subsidiary or affiliate of the Bank; (i) at the request of any government regulatory or other similar agency or authority in and/or outside India; (ii) pursuant to subpoena or other court processes, or to the extent required in connection with any litigation concerning the Customer (iii) when requested by any other bank/financial institution/Reserve Bank Of India/credit rating agencies; (iv) to debt recovery agencies; (v) to any potential or actual purchaser/assignee of the Bank or any of its rights/business; (vi) to participants and processors in any network of which a Bank is part of, details of the Account and transaction information and other data necessary to enable the Card to be used at an ATM/other device of the Bank and/or of third party(ies); (vii) to the head office or any other branches, subsidiaries, or associated or affiliated corporations of the Bank wherever located; (viii) to any agents or contractors which have entered into an agreement to perform any services for the Bank's benefit and to any other person(s) to whom the Bank deems fit to make such disclosure; and (ix) when otherwise required to do so in accordance with applicable law or for any other incidental, related or collateral purposes. Bank may obtain credit reports and make any other inquiries about the Customer as necessary in the regular course of banking business including recovery of amounts due by the Customer to the Bank and for the said purposes share the Customer Information with credit rating agencies, verification agencies, recovery agents and the like. The Customer undertakes to provide to the Bank such information, from time to time, as may be required by the Bank in accordance with any law/regulation or otherwise.

DISPLAY AND CHANGES IN T&CS

Copies of T&Cs are available at each branch of the Bank. The Bank may issue changes/modification/ alterations/ additions/ deletions to all/any of the T&Cs at any time and without any prior intimation to the customer. The customer shall be informed via the usual modes of communicating notices and / or changes shall be flashed on the NetBanking site and will be available at all RBS branches, prior to changes being made effective. If the Customer continues to maintain any of his Account(s) with the Bank, the same indicates agreement and acceptance of such change by the Customer.

DROP BOX

Drop Box facility is only for convenience of Customers and at the entire risk of the Customer. The Bank accepts no responsibility and shall not be liable for any losses (including consequential losses) due to either actual loss or non-processing or delayed processing of any document or cheque deposited into the Box. The Customer should inquire at the Bank for the prevailing guidelines for this Service. Bank will also not be liable or responsible for any loss, including but not limited to, consequential loss due to crediting the amount of the instruments in an Account other than the Account of the depositor due to lack of clarity/overwriting of the Account number written on the deposit slip or due to delay in forwarding the instruments for clearing due to any reason whatsoever. The Customer should ensure before depositing an instrument that it is in order and that the requisite correct deposit slip has been attached with it. In case of any dispute on whether an instrument was attached to the deposit slip or not, the decision of the Bank shall be final and binding. The Customer should inquire at the Bank for the prevailing guidelines for this facility. This facility for (Indian held accounts) is available in India only, for use of such or similar facility outside India the Customer shall have to inquire at the local Bank branch without any responsibility on the Bank. The Bank reserves the right to refuse any credit with respect to any instrument deposited in the Drop Box, and/or reverse entry, with no cost to the Bank, where the same is found to be not supported with adequate proof or documentation as is required by RBI regulation or are found to be discrepant or inadequate in the Bank's view in any manner whatsoever. All costs for communicating with or contacting the Customer or taking/defending any action/inaction whatsoever shall be to the account of the Customer.

EASY DRAW ACCOUNT SERVICE

This facility as described herein shall not currently be available to NRI's/OCB's/ PIO's and

may be provided in future as per the administrative convenience of the Bank. On opting for Easy Draw Account Service, Customer authorizes the Bank to open two separate Accounts namely Fixed Deposit account and a transaction account (Savings/Current account as opted by the Customer), both of which will get linked. Fixed deposit account is opened with such minimum amount as prescribed by the Bank and a cheque book is issued on the transaction account. Cheque Protect Facility is an inherent feature of the Easy Draw Account wherein any debit (either Customer generated or service charges levied by the Bank or induced by the Bank), if in excess of the credit balance lying in the transaction account, will get honoured {subject to the amount available in the linked fixed deposit account(s)} by automatic transfer from such fixed deposit account(s). For this purpose it is hereby expressly understood that the Customer has given the Bank the authority to prematurely break any of the fixed deposits in the fixed deposit account(s) to effect such automatic transfer. The amount to be transferred from such fixed deposit account(s) shall be an amount sufficient/equivalent to cover the amount by which the amount in the transaction account is deficient. If any amount lying in the transaction account is to be made into a fixed deposit(s), the same can be made at a simple request by the Customer and such fixed deposit(s) get linked to the transaction account automatically. A combined statement of account showing details of both the fixed deposit account(s) and the transaction account is issued. Subsequent fixed deposits opened in the same holder combination, as the transaction account, shall be automatically linked to the transaction account. Funds would be transferred from the fixed deposit account(s) to the transaction account based on one-time instructions received at the time of opening the transaction account. Mandate on the transaction account would NOT be checked. Hence automatic transfer of funds would be processed even if the debit on the transaction account has been made singly whereas the mandate on the fixed deposit account is a Joint mandate.

ELECTRONIC BANKING OR BANKING OVER AN ELECTRONIC MEDIUM

All banking transactions and Services carried/availed by the Customer other than by direct personal interface with the branch of the Bank such as over telephone, ATM, POS, EDC, NetBanking, Mobile Phone, fax, kiosks or other electronic mediums are referred to as "Banking over an Electronic Medium or Electronic Banking". The facility of Electronic Banking is provided as a convenience to the Customer only and the Customer may avail the facility at his own risk and that by having a Account with the Bank and/or use of this facility the Customer agrees unconditionally not to contest any transaction carried out or not carried out by the Bank, over Electronic Banking, and shall accept the record of the transaction maintained by the Bank, without any demur or protest, and hold the Bank harmless and blameless against any loss, or consequences thereof, arising from any transaction carried out or not carried out over Electronic Banking. Against the above background, the Customer can use any services provided by the Bank over various channels of Electronic Bank. In addition to conditions and features as mentioned elsewhere in the T&Cs, some of the additional conditions and features and the basis on which the Services, are offered by the Bank over various channels of Electronic Banking are given below:

Accuracy of Information

The Customer is solely responsible for the correctness of information supplied to the Bank through the use of Electronic Banking or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequence arising out of erroneous, incorrect or incomplete information supplied by the Customer. If the Customer suspects that there is an error in the information supplied to the Bank by him, he shall advise the Bank as soon as possible. The Bank will endeavor to correct the error wherever possible on a 'best effort' basis. All outputs of statements are duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from a computerized back up system maintained by the Bank in its ordinary course of business. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error. The Customer shall hold the Bank harmless against any loss, damages, etc. that may be incurred/ suffered by the Customer if the information contained in the above said outputs turns out to be inaccurate / incorrect/incomplete.

Authority to the Bank

Electronic Banking transactions in the Customer's Account(s) are permitted only after authentication of the Customer-Id and Password/identifiers of the Customer. The Customer (along with the joint account holder(s), if any) grants express authority to the Bank for carrying out the banking transactions performed by him through Electronic Banking. The Bank shall have no obligation to verify the authenticity of any transaction received from the Customer through Electronic Banking or purporting to have been sent by the Customer via Electronic Banking other than by means of verification of the Customer-Id and the password/identifiers.

Only the Bank's own record of transactions maintained through computer systems or otherwise shall be accepted by the Bank as conclusive and shall be binding on the Bank and the Customer for all purposes. All transactions arising from the use of Electronic Banking, to operate a joint account, shall be binding on all the joint account holders, jointly and severally.

Liability of the Customer/ Rights of the Bank

The Bank may apply such technology as it deems fit to ensure the security of and prevent unauthorized access to the Electronic Banking service, however it is universally understood that there is no way to verify the technologies foolproof or tamperproof qualities and/or keep up with the latest technology as available at any particular time. The Customer shall use the Electronic Banking with the full knowledge that it is not a secure medium and therefore all transactions on this medium shall be at Customer's risk, the Bank is/shall, not be liable or responsible for any transaction carried over the Electronic Banking or of any loss or consequences thereof, whatsoever.

The Customer shall be solely and fully liable for all losses and consequences thereof from any transaction carried out or not carried out on the basis of instructions received from Customer and/or incorrectly/incompletely carried out in his Account over Electronic Banking. The Customer shall have no claim if Electronic Banking access is not available in the desired manner for any reasons whatsoever including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or Internet or network failure, software or hardware error or any other reason beyond the control of the Bank. Except where the Bank has been grossly negligent, that is for events or acts attributable to its own omission, or lack of due care, it shall also under no circumstances 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, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained/suffered by the Customer or any other person due to any transaction carried out or not carried and/or incorrectly/incompletely carried out and/or being carried out with or without the Customer's knowledge or authority in the Account of any Customer and/or due to non-availability or partial availability of any medium of Electronic Banking and/or due to any loss/misuse of ATM Card and/or use of password(s) of the Customer by any other person or persons. The Transaction risk shall be to the account of the Customer, excepting what is stated to be to the account of the Bank hereinabove.

Processing of Transactions

Certain facilities/services/transactions that may be offered by the Bank over the Electronic Banking may be carried out instantaneously. However such facilities/services/transactions may not be effected instantaneously or may not be available to be carried out instantaneously or otherwise at all times due to failure of the requisite systems and/or discontinuation of the same by the Bank, which shall be the sole and absolute discretion of the Bank and shall also be subject to such limitations and restrictions as mentioned elsewhere in this document. Provided always all requests for stop payment, Demand Draft Request and/or non-instantaneous transactions such as, Fixed Deposit Opening, etc. will be carried out anytime within two working days from the date of receipt of such requests on first in first out basis subject to availability of clear funds in the Account authorized for debit and the system of the Bank being fully operational. For stop payment instructions and other urgent and important requests the Customer should follow-up with the Bank and ensure that the same are physically recorded/carried out by the Bank. In case requests for effecting any transactions are received on weekly offs or holiday/public holidays in accordance with Negotiable Instruments Act, 1881 even though the Bank is open for transactions, they shall be effected anytime within two normal working days immediately succeeding the day the same are received by the Bank on the terms and conditions prevailing on that day. The Customer shall not hold the Bank responsible for not processing/effecting any transactions transmitted by the Customer over Electronic Banking or any consequences thereof since Electronic Banking is only provided as a convenience to the Customer and the Bank assumes nor intends to assume any liability for any transactions carried/not carried over Electronic Banking. Without prejudice to the foregoing, Electronic Banking will also not be available during the period the computer system of the Bank is not functioning for any reason whatsoever. The Bank shall not process any transaction except where it is satisfied with the accompanied supporting documents, the Bank is further not liable or responsible for any loss of documents in transit and shall apply such exchange rate as it shall deem fit based on market conditions and internal Bank factors.

Record of Information

Due to inherent features of some of the channels over which the facility of Electronic Banking is availed by the Customer, the Customer may be able to take out a print of the transaction attempted to be effected by the Customer over Electronic Banking. However only the record maintained by

the Bank shall be binding on the Bank and in the event of any conflict between the print taken by the Customer and the record of the Bank, the record of the Bank shall prevail.

Software and Hardware

The Customer shall at its cost, procure, maintain and update/upgrade all such software and computer & communication systems, as applicable, from time to time, to avail and use the services of Electronic Banking and be compatible with the Bank's system. 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 of the Customer and that the same shall be the sole responsibility of the Customer / user.

Third Party Access

A Customer, through his Card and/or Bank by Phone Id, can access accounts of another customer, provided holders of both the Accounts so request. Any and all transactions/actions pursuant to such access shall be binding on both of the Customers absolutely.

Withdrawal of Electronic - Banking

The Bank without assigning any reason shall be entitled to withdraw from any of its Customers Electronic-Banking facility or any one or more of them. Without prejudice to the foregoing, the Bank shall also be entitled to withdraw such facility if: (i) the minimum balance requirement in respect of the Customer/ user accounts is not met with/fulfilled and/or (ii) the service charges remain unpaid and/or (iii) for any other or no reason. In event the Electronic Banking is withdrawn, it shall neither be obligation for the Bank to give any notice to the Customer nor shall the Bank incur any liability whatsoever by reason of withdrawal of Electronic Banking.

CORPORATE SALARY ACCOUNTS

These Additional Terms are applicable for operating the "Salary Account" and are in addition to the other "Terms and Conditions" for operating the Account . Wherever there is a conflict between these Additional Terms and the Terms and Conditions, these Additional Terms shall prevail in respect of salary accounts.

In the event the Employer instructs the Bank to reverse any deposit made by the Employer in the Salary Account within three (3) working days from the date of such deposit, Bank shall act upon such instruction. The Bank will not be held responsible and liable for any such hold funds/debit/reversal of credit carried out by the Bank.

Such accounts are opened with the Bank by virtue of the customer's employment with the employer/Company and is designated as "Salary Account". Pursuant to the arrangement between the employer/Company and the Bank, at the sole discretion of the Bank, certain facilities are entitled on the salary account only during the currency of the customer's employment with the employer or till the subsistence of the arrangement between the employer/company and the Bank. The customer undertakes to notify the Bank cessation of services with the employer/Company. The Bank may at its sole and absolute discretion discontinue any of the said facilities completely or partially on the salary account & close the salary account if noticed that no amounts are credited by and/or on the instructions of the employer/Company to the salary account regularly or in the event of the customer ceasing to be in the services of the employer/Company for any reason whatsoever and/or other requirements for availing the benefits are not met by the Salary Account holder, after giving the customer a notice of 30 days. Such account may be continued, at the Bank's discretion, provided however the Customer deposits all documents as required by the Bank and under such circumstances, these Terms shall cease to apply to such Account and it shall be governed by the Terms and Conditions.

FIXED DEPOSITS

In absence of any maturity instructions, Bank will automatically renew the fixed deposit by reinvesting the funds on the maturity date for a like term at the prevailing rate of interest however, all negotiated deposits would be booked as Single Maturity term accounts. Bank will reinvest both principal and interest, unless requested by the Customer to have the interest disposed off. Term for this reinvested deposit is the same length as the previous term of the deposit or the lowest tenure as allowed by Reserve Bank of India, in case this is higher than the term of the earlier deposit. The minimum amount with which the fixed deposit can be opened by the Bank, and the interest thereon, shall be as notified by the Bank from time to time. Pre-mature breakage's of the fixed deposits would be permitted at the sole discretion of the Bank and upon such charges/penalty as may be prescribed by the Bank from time to time. The amount mentioned on the Deposit Advice is not adjusted for tax, withholding taxes or any deductions on account of redemption and hence places no liability on the Bank to the pay the amount specified on such advice. All of the foregoing points as in this paragraph may not apply to FCNR or permitted foreign currency denominated deposits, anything contained

herein which shall conflict with such RBI regulations applicable to FCNR or permitted foreign currency denominated deposits, shall be redundant and subject to such changes and additions as the rules may prescribe. With respect to any Bank Holiday or holiday under the Negotiable Instruments Act, rate of exchange shall be applied as shall be available for the next working day or as otherwise specified by RBI.

FORCE MAJEURE

Notwithstanding anything to the contrary herein contained, nothing herein shall apply if the Bank is prevented from discharging any or all of its obligation herein or otherwise due to any cause arisen out of or related to failure of any computer or other electronic systems, acts of any third parties engaged by the Bank, any act of God/acts of state/war/riot/fire/civil commotion/strikes/any other orders of governmental/semi-governmental/local authority/any similar cause/for any reasons beyond the reasonable control of the Bank.

FOREIGN EXCHANGE DELIVERY/PICK-UP

Under this service, the Bank may arrange to deliver/pick-up foreign exchange in cash and/ or travellers cheques to/from the Customer subject to the applicable law, rules and regulations, including but not limited to FEMA and the RBI guidelines. The Bank may arrange to provide this service to its Customers, either through its authorised agents or it may contract with an independent service provider, who is duly authorized by RBI to function as a moneychanger. To avail of this service, the Customer is required to convey to the Bank by fax/ telephone/ other electronic medium details of the foreign exchange required to be delivered/surrendered. The Bank will provide this service at the notified address of the Customer. In cases where the Bank, has contracted with an independent authorized money changer, the latter will arrange to check the passport, ticket, and any other documents and papers as are required to be checked to determine eligibility of the Customer, as prescribed under applicable laws and regulations and such money changer may also endorse the passport and make the delivery/ pick up out of its own stock of travellers cheque/foreign currency.

The Bank will send an authorised person to the Customer at his notified address to collect the passport, ticket, application form, A2 form and any other documents and papers as may be required and have been brought to the Bank where the passport and ticket will be endorsed with the amount of foreign exchange issued/surrendered. An authorized official will then deliver/pick up the foreign exchange in cash and / or travellers cheques at the customer's notified address. Normally the foreign exchange in cash and/ or travellers cheques, picked up from the Customer will be credited the next working day. The rate of exchange will be communicated to the Customer at the time of delivery/pick-up. The Bank shall not be liable for the rate of exchange or any loss including consequential loss arising due to non/late delivery/pick-up of foreign exchange.

FOREIGN EXCHANGE TRANSACTIONS AND EXCHANGE RATE

All transactions conducted in the Account involving foreign exchange including foreign remittance from or into the Account by way of cheque, draft, pay order, telegraphic transfer, etc. shall be as may be permitted by the Laws in India and in accordance with the facilities provided by the Bank. The rate of conversion of Foreign Exchange on any debit or credit to the Account including transaction through a Debit Card shall be as per the market conditions, which shall further be subject to the Bank's final determination and decision and such charges and fees as may be prescribed by the Bank from time to time.

FOREIGN INWARD REMITTANCE CERTIFICATE (FIRC)

On any remittance made in any Account from outside India, the Customer should, without any notice from the Bank, state the reason/purpose for the same to the Bank within 7(seven) days of the remittance being credited into the Account, with such proof or evidence as may be required by the Bank, failing which the Bank is not obliged to issue the FIRC or issue, at its sole discretion but without any obligation, the FIRC with such reason/purpose for remittance as deemed appropriate by the Bank.

FUNDS TRANSFER

The Customer shall not attempt to transfer funds without sufficient funds in the related Account or without a pre-existing arrangement with the Bank for the grant of an overdraft. The Bank may, at its sole discretion, decide to carry out the instructions notwithstanding inadequacy of funds (or credit facilities). The Bank may, at its sole and absolute discretion, do the aforesaid without prior approval from or notice to the Customer and the Customer shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and all related charges arising thereby and interest on the excess amount, at such rates as the Bank may in its sole discretion levy. The Bank will endeavor to affect such funds transfer instruction received

through Electronic Banking provided there are sufficient funds available in the Customer's account. The Bank shall not be liable for any omission to make all or any of the payments or for late payments due to any reason whatsoever. For any Scheduled Transfers, instructions of which have been given by the Customer over Electronic Banking or otherwise, on the day appointed as per the schedule, Customer shall ensure sufficient funds in his Account. In case of insufficient funds, Bank is not responsible for non-execution /non-payment/breakage of fixed deposit accounts of the Accounts linked to the subject Account or of any consequences thereof. The Customer shall abide by the FEMA rules and procedures prescribed by the Bank, failing which the Bank, in its sole discretion shall be entitled to refuse transaction/reverse entry and recover such costs or claims as it may incur.

The Bank shall in no event be liable for non-availability of the funds transferred/credited to the Account including deposits made by way of cash deposits through an ATM due to restrictions on convertibility, transferability, laws of the Country in/from which the deposits are made/originated, requisitions, involuntary transfers, acts of war or civil strife or other similar causes beyond the Bank's control, in which circumstances no other branch, subsidiary or affiliate of the Bank shall be responsible therefor.

HOLIDAY PROCESSING

Any transactions such as fixed deposit premature withdrawal/renewal, deposits or withdrawal of cash/cheque/pay orders/demand drafts on any day which is Sunday or public holiday as declared under the Negotiable Instruments Act, 1881 or after the time, when the clearing of cheques/pay orders/drafts and recording of transaction in its books, is normally affected by the Bank, shall be shown in the Account, at the sole discretion of the Bank, as having taken place on the preceding business day and not the actual day of the transaction and all deductions/accretions on such amount shall be deducted/accrued as of such business day. Bank shall not be responsible for any loss of interest or liability incurred/suffered by the Customer including but not limited to return of cheques, loss of interest arising due to such transaction being not shown on the day the same actually occurred. Cheques/drafts/pay orders/like deposited on any day, which is a Sunday, or public holiday as declared under the Negotiable Instruments Act, 1881 or after the time, when the clearing of cheques/pay orders/drafts is normally affected by the Bank shall be sent for clearing on the next business day. Exchange rate for any transaction including but not limited to FCNR placement shall be applied on the basis of Bank determined/ applied rates subject to next working day requirements or as otherwise may be made applicable by RBI.

INDEMNITY

The Bank shall take all care to provide secure and error free services to its Customers on best effort basis. The Bank shall not be liable or responsible for any loss, harm, expense, liability and the like arising to the Customer for any reasons attributable to an action, commission, omission of Customer. The Customer further agrees to and shall indemnify and hold the Bank and each of the employee/representative of the Bank harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing any services including but not limited to Electronic Banking facility if the Bank exercised due care or acted in good faith and/or in compliance of any applicable laws or rules. taking or refusing to take or omitting to take action on any instruction given by the Customer for reasons attributable to the utilization of services offered by the **Bank** to the Customer, arising out of providing and/or receipt of incorrect, incomplete, misleading, partial, incomprehensible, ambiguous information and/or instructions for various Services with respect to Customer account(s) being conveyed through usual channels of permitted communication and over electronic media, for which the **Bank** may have no means to verify and authenticate that the same have been communicated by the **Bank** or by some third person(s) or to keep record of the same and as well as for any losses/ liabilities due to misuse of any Services by Customer or any other person(s) with respect to my/our account(s). Without limiting the scope of the foregoing, the Bank shall not be liable for any stop payment instructions or such instruction of the Customer being not received in the necessary time-frame before the normal clearing time for such cheques/ instructions to be carried as per standard practice of Bank and/or the Indian Banking Systems and/or RBI rules.

INSTRUCTIONS TO THE BANK

Only those instruction's (including but not limited to stop payment instructions and loss of ATM Card) given by the Customer shall be binding on the Bank which have been given and received by the Bank at least 2 (two) business days (excluding Sundays and public holidays as declared under the Negotiable Instruments Act, 1881) before such instructions needs to be acted upon and provided the Bank is able to act upon them within permissible laws, procedures and administrative and commercial customs, norms & constraints. The 2 business days shall be reduced further where it is a standard Banking practice to process instructions in a shorter

time frame. However the Bank reserves the right to act on the instructions any time even before expiry of said two days. Bank may refuse to honour a request to withdraw funds in cash from a Customer's Account if it believes that the amount is unreasonably large, raises reasonable suspicion in the mind of the Bank or honouring the request could cause the Bank undue hardship or security risk.

Once the Customer submits an instruction, the same cannot be reversed unless agreed by the Bank specifically and such reversal is otherwise feasible and possible.

INSUFFICIENT FUNDS

When the Customer does not have sufficient funds in the Account to cover a cheque drawn by him or for any other debit, Bank may consider the cheque or debit an insufficient funds item regardless of any notification to the contrary that Customer may issue. If Customer has sufficient funds in the linked Accounts to satisfy the cheque/debit amount, Bank may automatically transfer funds to cover the shortfall.

JOINT ACCOUNTS

Communications, including statement of Accounts, Cheque books, drafts etc. in joint Accounts shall be sent to the name of the person whose name appears first in the joint Account. On the death of any joint-holder, surviving holder(s) of the Account shall be entitled to operate the Account/receive balance thereof, unless specifically prohibited by an order of the Court. Bank shall at all times have right to set-off the whole of the amount lying to the credit of such joint Account against outstanding of any of the joint holder(s) of such Account. In joint Accounts, if any holder forbids payment from the Account, no amount shall be paid from the Account except on discharge of all holders/survivor(s). Joint Fixed deposit Accounts can only be operated jointly by all the holders of such Account. It is clarified that operating an Account shall mean and include without limitation, a) premature breakage's (partial or whole) b) change of the maturity instructions from auto renewal to single maturity and vice versa c) premature renewals d) change of interest disposition instruction from credit to an account to reinvestment and vice versa e) change in principal disposition instruction from credit to an account to pay by cheque and vice versa.

LIMITS

The Bank may, at its sole option, set and re-set, such minimum and maximum limits for any transaction that may be carried out by the Customer over Electronic Banking or otherwise. Such limits may be based on such parameters as may be prescribed by the Bank from time to time.

LINKING OF ACCOUNTS OF THE CUSTOMER

All accounts linked to the Customer's Customer Relationship Number (CRN) shall be accessible through Electronic Banking. However, all accounts with JOINT MANDATE (i.e. two or more signatories are required to sign for financial transactions) will be only accessible for NON-FINANCIAL TRANSACTIONS ONLY such as viewing of statement of account, cheque delivery, etc.

MAINTENANCE AND PRESERVATION OF RECORDS

Bank at its sole option and discretion shall maintain such records of transaction carried out by the Customers in their Accounts, as the Bank may deem fit or as mandated by law. The Customer shall not be entitled to question the Bank about the records that are maintained by the Bank or those that are not maintained or preserved by the Bank. In case of conflict between the records kept by the Bank and those of the Customer, the records of the Bank shall be conclusive and binding. The period for preservation of such records shall be, as the Bank may in its sole discretion deem fit or as dictated by any statutory enactment.

MEDIUM OF INSTRUCTIONS

Bank at its sole discretion and pursuant to instructions received by the Bank over telephone/fax/other electronic medium, but without any liability and without any obligation to keep a record of such instructions, provide information about accounts including balance/transaction information, duplicate account statements, cheque-books, effect funds transfer, make draft(s)/pay order(s) in favour of Customer/third parties and post/courier the same at the address of the Customer or as directed by the Customer and such other Services to the Customer such as payments to third persons/entities, and delivery of cash, as directed by the Customer, collection of cash/cheque/documents, etc. For availing of the Services through Electronic Banking, Customer shall identify himself using information available with the Bank. The Customer agrees that such identification information is confidential and the Bank is not liable for any unauthorized use or disclosure of the same. The Bank is, authorized to act on any instruction which the Bank in its sole discretion, believes emanate from the Customer. Any person presenting accurate identification information will be deemed to be authorized by the Customer and the Bank will not be liable for acting in good faith on such instructions which emanate from unauthorized callers, who claim to represent the Customer or be under any duty to verify the

identity of caller(s) who give the instructions purportedly in the name of the Customer as long as the identification information is accurate. The Customer recognizes, undertakes and agrees to accept the record of the Bank of any transaction, which is carried by the Bank pursuant to instructions over Electronic Banking.

For instructions received on Fax, the Bank is authorized and requested but is not obliged to process the transactions requested by the Customer. The Bank shall not confirm or verify the identity of the person instructing through Fax. Bank shall be entitled to treat instructions on Fax as issued and fully authorized by and binding upon the Customer. Bank shall be entitled to take any steps in reliance upon the Fax instructions, as the Bank may consider appropriate regardless of the amount involved and notwithstanding any error or transmission or reception of such instruction or any misunderstanding and ambiguity or lack of clarity or fraud. The Customer also recognizes that the Bank will not and will also not be able to verify the signatures on the fax with the signatures of the Customer on its record.

INVESTMENT ADVISORY SERVICES

To avail this advisory service Customer will have to open an account with the Bank (such account called the "Investment Account") and fill the requisite form and shall also provide all details/documents sought in the said form, in addition to filling of such forms and documents as may be prescribed for the relevant Investment Instruments i.e. mutual funds, structured products or any other investments. The Bank may require the Customer to provide certain additional details as per the regulatory guidelines, in addition to those required in accordance with SEBI and other statutory guidelines/requirements. The Bank may from time to time advise the Customers to buy/sell certain mutual funds/financial products. Any information or advice given/made by the Bank with respect to any Investment Instruments is based on the information provided by managers/issuers/registrars/ transfer agents/ asset management companies of the Investment Instruments and/or Bank's personal perception/view of the concerned Investment Instruments. However Bank shall not be responsible or liable for the accuracy, completeness or validity of such information or for any decision made or loss suffered basis such advice or information. The material/ collateral for any information / list of schemes published by the bank may be prepared for information purpose only or an offer to sell or a solicitation to buy any security or other financial instrument. Publishing lists of funds shall indicate the funds in which Bank deals in or as recommended schemes by the Bank. List of funds is non-exhaustive but may be advisory in nature and should not be relied upon as a substitute for a professional advice. Client is advised to consult his investment advisor and not base his investment decision on the publication made. Clients / investors are advised to obtain individual financial advice based on their risk profile before taking any action based on the information contained in this material. Client alone shall have the right to choose his investment and shall be responsible to invest in with his objective and risk appetite, for which Bank holds no liability.

Bank does not guarantee the performance of funds listed in the collateral and accepts no responsibility whatsoever (including any loss suffered by the customer) resulting investing in such funds. The correctness of the published material is dependent on the source of information to which Bank takes no responsibility for. Although Bank endeavours to provide accurate and timely information, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. All investments/ disinvestments in Investment Instruments are subject to market risks and before investing/disinvesting Customer must consult financial experts/advisers and carefully read the offer document/terms and conditions relating to the Investment Instruments. The Bank at the time of opening of the Investment Account and/or from time to time may require the Customer to profile/give his preference for the type of Investment Instruments such as Investment Instruments with underlying asset as debt and/or equity and also his risk appetite. The Bank shall not be responsible or liable to monitor or inform the Customer whether his portfolio is in accordance with his stated preference and/or risk appetite. Bank, through the process of Client Profiling, is merely organising on best effort basis, the answers provided by the Client against a set of questions, whereby, client has formally agreed to be classified into any of the categories, i.e. conservative, balance or growth, or has explicitly assigned a specific location to himself, as the case may be, and therefore, Client Profiling shall not be construed as an advice given by the Bank. Client shall bound by and responsible for the category in which he has approved to be classified in and Bank shall not be liable for any alignment made between the investment and customer profile based on customer's feedback. Banks responsibility is limited to informing the customer from time to time about the "actual" asset mix and the "ideal" asset mix only. Client alone shall be responsible for all decisions made pertaining to investment and/or decision incidental or ancillary to it. Bank shall not be responsible for monitoring / approving / rejecting investments made by the Client or informing the Client about any discrepancy between the Client's profile and investments made by the Client.

RBS states hereby that neither RBS nor its related Companies, employees nor agents shall be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits arising in any way from the process of Client Profiling or any act or thing, howsoever remote, related to it.

The submission of applications forms of the Customer for transactions (including but not limited to subscription, sale and pledge) with respect to the Investment Instruments to managers/issuers/registrars/ transfer agents/ asset management companies of the Investment Instruments shall be made by the Bank, on best effort basis, within one business day, from the date of receipt of the completed application forms. The Bank is not obliged to intimate the Customer of incomplete forms received by the Bank or about the rejected forms. The Bank shall not be liable for any delay in submission of the application forms or any delay in processing of the same or any loss/ consequential loss that may be suffered by the customer. The cut-off time for the submission of the application forms shall be as per SEBI guidelines/

managers/issuers/registrars/ transfer agents/ asset management companies of the Investment Instruments . Without prejudice to the foregoing, if the Bank is unable to provide the Customer with the service he/she requires when expected as a result of: (i) a breakdown, failure or malfunction of any telecommunications, computer system or from any other event or circumstances not reasonably within our control; and/or (ii) systems failures, network errors, delay or loss of data due to the above and in circumstances of acts of God, floods, legal restraints, epidemics, quarantine, riot or civil commotion and war, labour problem, strike or any other reason beyond the control ; and/or (iii) reasons attributable to Advisors managers/issuers/registrars/ transfer agents/ asset management companies of the Investment Instruments, the Bank shall not be liable or have any responsibility for any loss or damage incurred by him/her. The Bank, without any obligation to do so, and only as a convenience to the Customers may forward such information to Customers regarding the Investment Instruments, as the Bank may deem appropriate. Such information may be forwarded by Bank in the form of portfolio statements, financial plan or through alerts, Bank by Phone, ATM, IVR, Internet Banking or through any other channel or mode and at such frequency as the Bank may deem fit from time to time. It is expressly made clear that the Bank will not be liable or responsible for accuracy or non-receipt of such information nor will the Bank be obliged to maintain proof of forwarding of such information. For updated and accurate statements regarding Investment Instruments, the Customer should approach the respective managers/issuers/registrars/ transfer agents/ asset management companies of the Investment Instruments Advisors, as it is it that maintains the records for the relevant Investment Instruments. The Customer should always refer on the statements issued by managers/issuers/ registrars/ transfer agents/ asset management companies of the Investment Instruments Advisors in all circumstances. The Customer is advised to review his portfolio of Investment Instruments at regular intervals.

NETBANKING OR BANKING OVER INTERNET

NetBanking or Banking Over Internet is part of Banking over Electronic Medium and all conditions applicable to Banking over Electronic Medium as well as set out elsewhere in this document or any other document will also apply to transactions over the NetBanking and will be in addition to the terms stated under this section of BANKING OVER INTERNET. In the event of conflict with any such terms, the conditions herein shall prevail. On opting for Banking over Internet or Net banking, the Customer recognizes that this Service is provided as a convenience only. Under this section the following words will have the meaning assigned against them.

Internet refers to a network of computers which share and exchange information. The Internet is at once a worldwide broadcasting capability, a mechanism for information dissemination, and a medium for collaboration and interaction between individuals and their computers without regard for geographic location.

NetBanking is the provision of facility to carry out various transactions over the internet, which is offered by the Bank to its Customers as a convenience for providing the Customers access to the information related to their accounts, and the various products and other services offered by the Bank and as advised by the Bank from time to time to the Customers through the medium of the Internet. The terms NetBanking and NetBanking Services/Facility may be interchangeably used.

Application for NetBanking

The Bank may offer Net-Banking to selected Customers at its discretion and at such limited locations as may be specified by the Bank from time to time. The Customer would need to be a current Internet user and have access to the Internet and knowledge of how the Internet works. Interest in the use of Net-Banking may be registered by filling the Net-Banking application form and submitting the same at the branch of the Bank. The acknowledgment thereof does not automatically imply the acceptance of application for Net- Banking.

Charges

The Bank reserves its right to levy charges for use of NetBanking and/or any transaction carried over NetBanking. The Customer authorizes the Bank to recover all charges related to NetBanking as may be determined by the Bank from time to time by debiting one of the Customer's accounts.

E-Mail

To receive certain information relating to his Account and Alerts over NetBanking, the Customer may give his e-mail address for receiving such information. This e-mail address shall be different from any other e-mail address given by the Customer to the Bank. Bank shall not be responsible or liable for not sending or delay in sending of any information or Alert on such e-mail address and the Customer shall hold the Bank harmless and indemnified against any loss or consequences thereof arising there from.

NetBanking Access

The Bank would allot the Customer a Customer Id, Login and transaction password in the first instance. The Customer will be required to change both the passwords assigned by the Bank on accessing Net-Banking for the first time. As a safety measure the Customer shall change the passwords as frequently thereafter as possible. The Customer is advised to use separate login and transaction passwords. The Customer will be responsible and liable for any misuse of the same.

NetBanking Service

NetBanking Service is provided as a convenience to the Customers only and is not intended to replace the normal banking service offered by the Bank. The Bank shall endeavor, on best effort basis and without any commitments, to provide to the Customer through NetBanking, such services as the Bank may decide from time to time. The Bank reserves the right to decide the type of services, which a Customer 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 and at such locations as may be decided by the Bank from time to time. The Bank may also make additions/ modifications/deletions to the Services offered through NetBanking at its sole discretion and without any prior notice of the same. 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.

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 Customer ID and Password to the minor.

The Bank shall take reasonable care to ensure the security of and prevent unauthorized access to NetBanking service using technology as may be used by the Bank from time to time, which may not be the latest technology as available at any particular time. Provided always the Bank shall not be liable or responsible for any transaction carried over NetBanking or of any loss or consequences thereof including arising due to enabling Customers for View Access on a automatic or on request basis.

The Customer shall not use or permit to use NetBanking or any related service for any illegal or improper purposes.

Printed Output and Information available over NetBanking

For any transaction carried out by the Customer over NetBanking or of any detail of his Account available over NetBanking, Customer may be able to take a print of the same from his computer system. However such printed output shall not be binding on the Bank and only the information as per Bank's system and record shall be conclusive and final proof of any transaction carried over NetBanking or of any detail with respect to the Account. In case of any discrepancy between the printed output and/or any information available over NetBanking and the Bank's record, Bank's record shall be conclusive and prevail.

Unique Procedures

Bank has created specific procedures/options for processing transactions over the Internet. If Customer gives instructions through other mechanisms (such as mail within NetBanking, normal e-mail etc.), Bank is not liable to process these transactions. If Bank does process these transactions for any reason however, Bank will not be liable for any associated consequences.

NOMINATION

This facility is available to certain category of Account holders, who hold deposit Accounts as

stipulated by Reserve Bank of India from time to time. These nominations can be registered/cancelled/varied by completing the prescribed forms. The Customer, where applicable, is suggested to use nominations to avoid claim formalities.

ELECTRONIC / SPECIAL ELECTRONIC FUND TRANSFER (EFT/SEFT) THROUGH RBI

Any Customer availing be Electronic Funds Transfer Facility provided by the bank through the RBI EFT System agrees to and undertake the following terms and conditions:

Scope of the Agreement

This Agreement shall govern every payment order issued by the customer during the period of validity of the Agreement.

This Agreement shall be in addition to and not in derogation of the RBI EFT Regulations, 1996. The customer has gone through and understood the RBI (EFT System) Regulations, 1996 and agrees that the rights and obligations provided therein in so far as it relates to the originator shall be binding on him/it in regard to every payment order issued by him/it for execution in the EFT System.

The customer understands and agrees that nothing in this Agreement shall be construed as creating any contractual or other rights against the Reserve Bank of any participant in the EFT System other than the bank.

Commencement and Terminations

This agreement shall come into force as soon as the customer performs his first EFT/SEFT transaction

The Agreement shall remain valid until it is replaced by another agreement or terminated by either party or the account is closed whichever is earlier.

Either party to this Agreement may terminate this Agreement by giving one month's notice in writing to the other party. Notwithstanding the termination of the Agreement the parties to the Agreement shall be bound by all transactions between them in regard to EFT Facility availed of by the customer, before the termination of the Agreement.

Security procedure

For the purpose of agreement for security procedure, the bank may offer one or more or a combination of one or more security device/features.

A security procedure once established by Agreement shall remain valid until it is changed by mutual agreement or with a procedure technically better than the one in force.

Rights and obligations of customer

The customer shall be entitled, subject to other terms and conditions in the Regulations and this Agreement, to issue payment orders for execution by the bank.

Payment order shall be issued by the customer in the form / method as defined by the Bank from time to time, complete in all particulars. The customer shall be responsible for the accuracy of the particulars given in the payment order issued by him and shall be liable to compensate the bank for any loss arising on account of any error in his payment order.

The customer shall be bound by any payment order executed by the bank if the bank had executed the payment order in good faith and in compliance with the security procedure. Provided that the customer shall not be bound by any payment order executed by the bank if he proves that the payment order was not issued by him and that it was caused either by negligence or a fraudulent act of any employee of the bank.

The customer shall ensure availability of funds in his account property applicable to the payment order before the execution of the payment order by the bank. Where however, the bank executes the payment order without properly applicable funds being available in the customer's account the customer shall be bound to pay to the bank the amount debited to his account for which on EFT was executed by the bank pursuant to his payment order, together with the charges including interest payable to the bank.

The customer hereby authorises the bank to debit to his account any liability incurred by him to the bank for execution by the bank of any payment order issued by him.

Customer agrees that the payment order shall become irrevocable when it is executed by bank.

Customer agrees that the bank is not bound by any notice of revocation unless it is in compliance with the security procedure.

Customer agrees that he shall not be entitled to make any claim against any party in the RBI EFT System except the bank.

Customer agrees that in the event of any delay in the completion of the Funds Transfer or any

loss on account of error in the execution of the Funds Transfer pursuant to a payment order, the bank's liability shall be limited to the extent of payment of interest at the Bank Rate for any period of delay in the case of delayed payment and refund of the amount together with interest at the Bank Rate upto the date of refund, in the event of loss on account of error negligence or fraud on the part of any employee of the bank.

Customer agrees that no special circumstances shall attach to any payment order executed under the EFT Facility under this Agreement and under no circumstances customer shall be entitled to claim any compensation in excess of that which is provided in clause (9) above, for any breach of contract or otherwise.

Rights and Obligation of the bank

The bank shall execute a payment order issued by the customer duly authenticated by him as verified by the security procedure, unless :

- a) The funds available in the account of the customer are not adequate or properly applicable to comply with the payment order and the customer has not made any other arrangement to meet the payment obligation.
- b) The payment order is incomplete or it is not issued in the agreed form.
- c) The payment order is attached with notice of any special circumstances.
- d) The bank has reason to believe that the payment order is issued to carry out an unlawful transaction.
- e) The payment order cannot be executed under the RBI EFT System.

No payment order issued by the customer shall be binding on the bank until the bank has accepted it.

The bank shall, upon execution of every payment order executed by it, be entitled to debit the designated account of the customer, the amount of the funds transferred together with charges payable thereon, whether or not the account has sufficient balance.

If the funds transfer is not complete before the close of business of the third following EFT business day the bank shall advise the customer.

The bank may on request of the customer issue to him a duly authenticated record of the transaction after completion of the funds transfer and may on his further request also issue at the end of each month a statement of account. The customer shall within a period of two days from the date of receipt of the record of transaction or, as the case may be, within the period of ten days from the date of receipt of the monthly statement report to the bank any discrepancy in the execution of the payment order. The customer agrees that he shall not be entitled to dispute the correctness of the execution of the payment order or the amount debited to his account if he fails to report the discrepancy within the said period days.

OVERDRAWN ACCOUNT

If for whatever reasons the Account has a debit balance, Customer shall pay interest and other charges in accordance with the Bank's prevalent rate and practice. Overdraft facility to NRI/PIO/OCB clients shall be subject to such further regulations as RBI has or may stipulate from time to time.

PERSONAL IDENTIFICATION CODE/NUMBER

All Personal Identification Code/Number, by whatever names called, shall be allotted/chosen to/by the Customer and shall be kept confidential by the Customer. Any loss/liability arising/suffered by the Customer due to misuse/use by third party of the same or otherwise shall be the sole liability of the Customer.

POOL SWEEPS

Under this service, at the request of the Customer excepting NRI/PIO/OCB Customers, all existing and future accounts of the Customer with the Bank including new/renewed fixed deposits/savings/current/overdraft accounts get linked. In the event one or more of the Accounts to be linked are joint then all the joint accounts will get linked irrespective of the combination of holders of such accounts, if the Customers so request. Customer or Bank induced transaction exceeding the available balance in the transaction account will get approved by automatic transfer from the linked accounts. Once a request has been forwarded by the Customer to link his Accounts, any change in instructions regarding operations of any one or more of the linked accounts will not effect the linking of the Accounts. Instructions regarding transfer from one of the linked account to another will not be subject to any change. The decision regarding which of the linked accounts will be debited in which order will be as decided by the Bank at its sole discretion and the Customer shall not be entitled to question the same. In the event one of the linked account to be debited is a special term deposit account i.e. a term deposit account, which does not permit part withdrawal, the balance amount of special term deposit account will be credited into the account from which the payment was to be made and in case of

multiple payments, balance would be transferred to any of the linked Savings/Current/Overdraft accounts. The interest on a term deposit Account on breakage will be credited to the account being regularized or any of the linked accounts. In case the amount to be transferred from the linked account(s) is not sufficient to regularize the Account from which the payment is made, the Customer will pay interest and other charges as may be prescribed by the Bank from time to time, without prejudice to the rights of the Bank to recover the same in law. The Bank may levy charges for this service and vary the same, from time to time, at its sole discretion. The Bank reserves the right to withdraw this service, without any notice, with respect to any Customer or Account. Bank also has the right to exclude one or more accounts from the pool without any notice to the Customer and that the Bank will not be held responsible for returning of any instrument unpaid due to the combined balance getting reduced due to the exclusion.

REWARD/INCENTIVE SCHEMES/PROGRAMS, VALUE ADDED SERVICES

The Bank may from time to time come out with reward/incentive schemes/programs and offer/arrange value added services by itself or through third parties, for/to its Customers or a certain specified category of Customers, on such terms and conditions as may be specifically prescribed for each of such reward/incentive schemes/programs and/or value added services by the Bank and/or the parties offering/rendering the value added services. The Bank shall however have the right to withdraw, modify, amend, add to, suspend such reward/incentive schemes/programs and/or any or all value added services. The Bank shall further not be responsible or liable for any value added services, not being activities which can be attributed to Banking in the strict sense as defined in law, its quality, reliability, price, etc. or for redemption of reward/incentive points in any manner whatsoever.

RIGHT TO SET-OFF/LIEN

The Bank shall have an absolute and paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits including amounts lying in fixed deposits held in the Customer's accounts whether in single name or joint name(s), and also over any and all securities of the Customer lying or that may come into the possession of the Bank from time to time, for safe keeping or otherwise, in any of the Accounts of the Customer maintained with the Bank [joint/single] to the extent of all outstanding dues, whatsoever, and howsoever arising including but not limited to arising out of any payment out of the Account in excess of the amount lying in credit of the Account, without any authority or notice to the Customer and/or levy of any charges by the Bank.

Without prejudice to the contents of the preceding paragraph, the Bank has and shall have a paramount and irrevocable right to reverse any entry (debit or credit) made in the Account with reference to any transaction carried out on the ATM, EDC, POS, NetBanking, cheque deposit, Kiosk, or otherwise whatsoever, where in the course of any scrutiny, verification, checking, investigation, audit or otherwise for whatsoever action by the Bank, it is found or determined that the entry was incorrect, was not accompanied by proper supporting documents/authorizations, or for whatsoever reason was incorrect or did not meet any rules or regulations or specifications including but not limiting to those of the Bank or otherwise. The Bank shall have and shall continue to have a lien on the Account of the Customer to recover such costs, damages or liability that the Bank may incur or be imposed and shall further have the right to claim and recover any shortfall from the Customer.

STATEMENT OF ACCOUNTS

Statement of Accounts for each Account shall be issued on a frequency as determined by the Bank for each Account. Excluding what may not be applicable to NRI/PIO/OCB customers, only one statement of Account shall be issued if the Customer opts to link related Accounts of the Customer and as advised by Customer. No separate statement of Accounts will be issued for such related Accounts. Unless disputed by the Customer within 15 (fifteen) days of receipt of the statement, the same is deemed to be correct. Bank reserves the right to rectify discrepancies, if any, at any point of time. If Customer delays in examining the statement or in reporting a problem, it may affect Bank's ability to resolve the problem, and Customer is liable for the losses that may occur. The Customer further confirms/declares that any lapse, omission, or neglect on his part to notify the Bank about any such doubtful debit/withdrawal in time, would not render the Bank liable for any consequences resulting therefrom. All the statements will be mailed to Accounts address as per Bank's record. The Customer authorizes the Bank to engage and utilize the services of third parties/vendors to stuff and mail the Statements and/or other documents/material. Bank is not responsible for statements lost in mail. Customer should contact the Bank for duplicate statements, if required.

E-Statement

The Bank may at the request of the Customer issue the Statement of Account to the Customer at an e-mail id specified by the Customer (such Statement of Account called "E-Statement") at a frequency as determined by the Bank, from time to time, for each Account. The Customer to get an E-Statement shall issue a written request (either standalone or as part of the account opening documentation), request through the bank by phone facility or through an Internet specifying the e-mail id on which the E-Statement should be sent. The Bank shall issue the E-Statement to

the Customers on terms and conditions, as may be prescribed by the Bank from time to time. Some of such terms and conditions are:

The E-Statement received by the Customer shall be having all the details with respect to the transactions in the respective Account and shall be for the information of the Customer. In the event the Statements/messages/E-statements as sent to the Customer over any electronic delivery channel (including but not limited to NetBanking or e-mail) do not tally, for whatever reason, with the records available at the Bank, the records available at the Bank shall prevail.

The Bank reserves its right to levy charges for issuance of E-Statement and debit the same to any of the account of the Customer, without any prior or post intimation and the Bank shall also not be liable for any return/ dishonour of any payment instrument/instruction due to reduction in balance in the respective account as a consequence of such debit.

The Customer would need to enter his Customer Identification Number (CIF) each time to open the E-Statement. In the event the Customer fails to put his CIF then he will not be able to open and read the E-Statement.

It being expressly agreed that in the event the Customer chooses to get E-Statement for one of his Accounts then he will have to get E-Statement for all his Accounts maintained with the Bank. E-Statement will be sent to the Customer for all the accounts, which form part of the portfolio statement as per the instruction given to the Bank, from time to time. It is not possible to generate an E-Statement for a set of Accounts, which is different from the Accounts for which the Customer has requested for a hard copy statement.

The Customer agrees and undertakes that in the event the Customer chooses to get E-Statement then the hard copy of the Statement of Account shall be issued to the Customer on a reduced frequency as determined by the Bank, from time to time, for each Account. The Bank may at its sole and absolute discretion issue hard copy of the Statement of Account and the E-Statements at different frequencies.

Statements or messages or E-Statements sent from the Bank to an e-mail account or other electronic receiving communication systems/ servers, shall be at the entire and sole risk of the Customer and may be lost, incorrectly received, or sent to an incorrect e-mail or are accessible to third parties, and the Bank shall not and cannot be responsible or made liable for such incorrect or failed transmission. The Bank shall not be liable or responsible for any loss or consequences suffered/incurred by the Customer due to receiving or assessing E-Statements.

Notwithstanding the obligation of confidentiality imposed on the Bank to keep the information and the transactions of the Customers confidential the Bank shall not be responsible or liable in any manner in the event the E-Statements are assessed by any third party due to the same being sent over Internet.

The Bank shall not be responsible or liable for the timeliness, completeness, accuracy and successful delivery or receipt of the E-Statement. It being expressly agreed that the Bank shall not be responsible or liable in case E-Statements do not reach the Customer due to any reason including but not limited to limited storage space in the email id of the Customer and/or E-Statements bouncing back. Bank shall not be responsible or liable for not sending or delay in sending of E-Statement and the Customer shall hold the Bank harmless and indemnified against any loss or consequences thereof arising there from.

STOP PAYMENT

Customer may, if required, ask for a stop payment on any of the cheque or range of cheques issued by the Customer subject to the condition that these instructions may be carried out by the Bank within two working days from the date of receipt of such instructions by the Bank. Any Account, which has a mandate for joint operations, the stop payment instructions must also be signed in the same manner as applicable to the operations of the Account. Accordingly the Bank shall not be liable or responsible for clearing of Cheques, or any consequences thereof, with respect to which stop payment instructions have been received by the Bank, if such instructions have been received by the Bank on a date which is earlier to two workings days from the date the said Cheque(s) were received in clearing or not signed as per instructions pertaining to operations of the Account. The charges for this Service will be debited to the Account as per the prevailing schedule of charges. Customer(s) declares and undertakes that it/they will not dispute any action taken by the Bank pursuant to any instruction received by the Bank, by telephone/fax/other electronic medium, irrespective of whether such instructions have been issued by the Customer or not, and even if such instructions have been received by the Bank but have not been acted upon or have been improperly/incorrectly acted upon, with respect to any Account(s) of the Customer, existing and those that may be opened in the future, singly or jointly, with the Bank, nor make any claim on the Bank for any consequences, direct or indirect, thereof, including without limitation any and all losses, liabilities, claims, prosecutions, expenses (including attorney fees and legal costs), costs and the like incurred/suffered by the Customer(s) thereof. Customer(s) shall fully indemnify and hold the Bank/its officers/employees/agents/representatives fully harmless against the same as well as any losses/claims/prosecutions/liabilities/expenses (including attorney fees and legal costs), costs and the like suffered/incurred by the Bank as a result thereof or arising out of the instructions received by the Bank with respect to the Account over the telephone/fax/other electronic medium in general and in particular to non-payment of any cheque(s) due to stop payment instructions issued by the Customer verbally or otherwise with respect to any cheque/payment

of any cheque(s) by the Bank despite stop payment instructions issued by the Customer verbally or otherwise with respect to any cheque(s). For stop payment instruction(s) deposited in the Drop Box or communicated over Electronic Banking by the Customers, the Bank shall not be responsible or liable for non-processing or delayed processing of such stop payment instruction(s) and consequential losses, if any, and for clearance of the cheque(s) covered by such stop payment instruction(s).

TAX DEDUCTION AT SOURCE (TDS)

Tax will be deducted at source, if the Customer's interest income in any financial year exceeds threshold amount prescribed. Interest income will be a summation of interest earned and accrued on all fixed deposits in the Customer's name as the primary Account holder. Bank at its discretion shall be entitled to deduct Tax at source on interest payable to the Customer on accrual basis or on the basis of actual payment and interchange the same. The rate at which the tax will be deducted will be as per applicable/governing laws. TDS will also be applicable in case interest income exceeds the threshold amount due to premature breakage/premature renewal of fixed deposits. In the event if the Customer requires that no tax is required to be deducted on the interest payable by the Bank to him, Customer shall submit such Form as is prescribed by the Income Tax authorities or Income Tax Rules, as shall be applicable to resident/NRI/PIO/OCB, Non-Resident Customers (Tax exemption form) to the Bank for each fixed deposit that the Customer has with the Bank. If the Customer does not submit the prescribed Form for any one of the Fixed Deposit, the Bank shall be entitled to deduct tax on interest on all the fixed deposits, i.e. even for those for which the prescribed Form has been submitted. To be entitled to claim that tax is not deducted on interest, the prescribed Form for each fixed deposit has to be submitted by the Customer to the Bank every year. Unless otherwise specified the certificate for tax deducted at source shall be issued on an annual basis. Such certificates will be issued in the financial year succeeding the financial year in which the deductions were made and be sent in the same manner and at the same address as the statement of account is sent. Bank shall not be liable for non-receipt of the same by the Customer. Once a tax has been deducted by the Bank, it will not be refunded and to obtain the requisite refunds on account of tax deducted at source shall be the sole liability and responsibility of the Customer. The maturity amount of any fixed deposit as mentioned on the Fixed Deposit advice thereof is subject to tax deductions / other regulatory deductions applicable on the maturity date / date on which the fixed deposit is made/redeemed / encashed by the Customer. Bank is entitled to deduct tax due from the Customer from any one or all interest amounts paid as well as accrued to the Customer. Hence tax can be either deducted from interest paid as well as accrued on each of the fixed deposit or the consolidated amount of tax can be deducted from the earliest or any other interest paid as well as accrued. 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 is also entitled to prematurely break the same, without any liability for the loss arising out of such premature encashment.

WAIVER

If the Customer decides to utilize any or all of the Services, he agrees, to provide correct, adequate, complete and clear instructions and information in the required medium or method, as is required by Bank, in the absence of which he shall not dispute any action, non-action, commission or omission by the Bank pursuant to such instructions received by the Bank and in such an event waives all his rights whether bestowed statue, tort or any legal whatsoever without limiting the Banks rights, liens, claims on the Customer whatsoever and the right to call claim and get reimbursed. The bank shall be indemnified from the Customer for all losses, costs of whatsoever nature attributable to the operation of the Account or any consequence thereof if can be established that the customer did not provide correct, adequate, complete and clear instructions and information in the required medium or method, as is required by Bank .

WORKING DAYS

Working days means the days, which are not Sundays, or days that are declared as holidays in accordance with the Negotiable Instruments Act, 1881. Customer recognizes that the even though the Bank may be open for business on Sundays or holidays in accordance with the Negotiable Instruments Act, 1881, the same would not be deemed as working days for the purpose of these Terms and Conditions.