

Terms and Conditions and Rules for the Services

For all Current (including Overdraft Account(s)), Savings, Fixed Deposit

This document lays out the Terms & Conditions and Rules for the Services (hereinafter called "T&Cs") which shall be applicable to all existing, Current, (including Overdraft Account(s)) Savings and Fixed Deposit Account(s) with the branches of The Royal Bank of Scotland plc in India (which term includes its successors in interest and assigns) (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(s)' refers to all existing, (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 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. Each Account(s) will be allotted a Customer Relationship Number (CRN) which can also be referred to as Customer Identification Number (CIF). The terms CRN and CIF have been used interchangeably in this document.

Anything contained 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 accordance with applicable laws in India and jurisdiction where such NRI/OCB/PIO resides.

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(s) with 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(s) 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(s)/situation/circumstance/transaction.

1. Applicable/Governing Law

All Account(s) and other products and services offered by the Bank shall be governed and be subject to laws of India including rules, regulations, guidelines, circulars and notification issued by applicable regulators including the Reserve Bank of India and Securities & Exchange Board of India from time to time. The Courts of the city in which the branch of the Bank in which the Account(s) is/was opened shall have the jurisdiction and the Customer 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(s) shall also be final and shall not be disputed by the Customer under any circumstances.

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 purpose 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 here from.
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(s) with the Bank
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).

2. Services

For the convenience of the Customer and for more efficiently servicing the Account(s), the Bank offers, itself or through third parties, various Services including After not limited to: add – A) Combined portfolio statement; B) Stop Payment; c) Bank By Phone; D) Electronic Banking, etc. (hereinafter called the ‘Services’). Customer acknowledges that he has understood the particulars of these Services and the Rules & Conditions for their utilization. Particulars of these Services and the terms & conditions governing the Services and also those governing the Customer relationship with the Bank are described in these T&Cs and these T&Cs shall be read in conjunction with the various policies of the Bank, relevant terms and conditions applicable to such Service, which may be described in Account(s) opening form, Bank’s website, schedule of benefits or charges that are in force or as may otherwise be notified by the Bank from time to time. The Services are subject to change, discontinuance or alteration in any manner whatsoever, with prior or post facto notice to the Customer. The Bank maintains the discretion to provide all or some, or discontinue some, or modify, the above Services.

3. Deposit Insurance

The Account(s)/Deposit(s) held with the Bank are in accordance with Reserve Bank of India rules, and in accordance with and subject to the laws of India, including any governmental actions, orders, decrees and regulations. Deposits at any branch in India are insured in accordance with the terms prescribed by Deposit Insurance and Credit Guarantee Corporation (DICGC) or such other agencies, as mandated by law or regulation, from time to time. For further details on the deposit insurance provided under the insurance scheme offered by vide the Deposit Insurance and Credit Guarantee Corporation of India (DICGC), please visit www.dicgc.org.in.

4. US Person Disclaimer

4.1 Banking Disclaimer

“US Persons” are generally defined as a natural person, residing in the United States or any entity organized or incorporated under the laws of the United States. US Citizens living abroad may also be deemed “US Persons” under certain rules. US Persons are defined and identified basis certain criteria and information available with the Bank (called US Indicias) – which are defined & modified from time to time basis internal guidelines and pertinent local or applicable global regulatory norms. As a result of “change of circumstances” should an existing client be identified at a later date as a “US Person” basis the prevalent definitions, depending on the then existing norms, steps such as terminating the underlying relationship with the said Customer may be taken by the Bank under due intimation to the Customer.

The Bank is not licensed to conduct Banking business or sell securities and insurance products in the United States under applicable federal and state laws. Accordingly, solicitation of any retail Banking products and services including accepting and/or soliciting deposits, securities, insurance services, mortgage and/or consumer lending services or credit card services (“Products”) by the Bank is not intended for U.S. persons.

In addition to the above, the Products of the Bank are not available to residents or nationals of countries which restrict or prohibit the rendering of Products or which could otherwise subject the Bank or any of its employees to licensing or registration requirements, in such countries. Every person applying for Products or Account(s) is obliged to make inquiries in his/her home country about any restrictions relating the Products or Account(s) and inform the Bank of such restrictions, prior to creation of any relationship with the Bank. Further each Customer shall be responsible for ensuring full compliance with the applicable laws (including tax laws) in the Customer’s home country and represents that the Account(s) or Products shall not be used directly or indirectly to circumvent any tax obligations of the Customer in his/her/its home country. The Customer shall keep the Bank and its affiliates fully indemnified against any losses, costs, damages, penalties, fees (including attorneys’ fees) suffered or incurred by the Bank or any of its affiliates due to any acts or omissions of the Customer. Neither this document, nor any copy thereof may be sent to or taken into the United States or distributed in the United States or to a US Person or in any other jurisdiction which restricts or regulates the sale or solicitation of products of the Bank in such jurisdiction. If the Bank discovers that a Customer is a US Person or belongs to another jurisdiction which restricts, prohibits or regulates the sale and solicitation of products of the Bank, Bank reserves the right to terminate all outstanding

contracts with the Customer, withdraw all facilities and close the Account(s) immediately without prior notice.

4.2 Investment Disclaimer

The Royal Bank of Scotland plc India is not a registered broker-dealer under the U.S. Securities Exchange Act of 1934, as amended (the "1934 Act") and under applicable state laws in the United States. In addition, The Royal Bank of Scotland plc India is not a registered investment adviser under the U.S. Investment Advisers Act of 1940, as amended (the "Advisers Act" and together with the 1934 Act, the "Acts"), and under applicable state laws in the United States. Accordingly, absent specific exemption under the Acts, any brokerage and investment services provided by The Royal Bank of Scotland plc India, including (without limitation) the products and services described herein are not intended for U.S. persons. Neither this document, nor any copy thereof may be sent to or taken into the United States or distributed in the United States or to a US person.

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 plc India can not be held responsible for any damages or losses that occur from transactions and/or services in defiance with the restrictions aforementioned.

5. Confidentiality And Disclosure Of Information

The Bank is committed to maintaining high standards of business integrity in its policies and operations. All Customer information or data received by the Bank will be kept confidential and maintained, in or outside India, under strict security standards and procedures in accordance with Bank's policies and applicable laws.

The Customer Information or data is defined to mean and include individual identification information such as photographs, signatures, names, residential addresses, phone numbers, email address, dates of birth, financial information including Bank account details or credit card details and other forms of identification which is shared by the Customer at the time of opening of Account(s). The Customer information or data also includes information obtained by way of recorded telephone/blackberry/smartphone conversations with the Customer or the collection of information from, and storage of emails (and such recordings/emails may be used by the Bank in evidence in the event of any dispute).

The Customer acknowledges and agrees that the Bank shall be free to use and disclose from time to time Customer Information in whatsoever form to other employees, agents, offices and branches of the Bank, to the Bank's subsidiaries and affiliates, in or outside India and to third parties, including without limitation, various service providers to the Bank, credit rating agencies, marketing agencies, verification agencies, engaged by the Bank for various purposes including opening of an Account(s), grant of credit facilities to the Customer, conduct of credit checks and references for itself as well as to other Banks/finance companies/institutions/credit rating agencies, conducting and providing day to day operations and facilities in the Account(s), 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 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, insurance company, internal and statutory auditors, credit rating agencies (iv) to debt recovery agencies; (v) to any potential or actual purchaser or assignee of the Bank or any of its rights/business; (vi) to participants and processors in any network of which the Bank is part of, details of the Account(s) 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 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; (viii) to

external legal counsels and auditors 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 Banks policies in force from time to time.

6. 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 or 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 Customer 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 the Bank and/or the Indian Banking Systems and/or RBI rules.

7. Display And Changes In T&Cs

Copies of T&Cs are available at each branch of the Bank. The Bank reserves the right to amend, modify, alter or add to all or any of these T&Cs at any time. Normally, changes will be made with prospective effect giving notice of one month. If the Bank makes any change without notice, it will notify the change within 30 days. If such change is to the disadvantage of the Customer, he/she may within 60 days of the notice, close the Account(s) or switch to any other eligible account without having to pay revised charge or interest. The Customer shall be informed via the usual modes of communicating notices and/or changes shall be notified on the Bank's website and will be available at the RBS branch, 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.

8. Force Majeure

The Bank shall not be liable for any losses caused by its inability or delay in providing all or any service or facility or fulfilling any of the Bank's obligations hereunder, either wholly or in part, caused by or in connection with any force majeure events including, but not limited to, restrictions on convertibility, transferability, requisitions, involuntary transfers, riot, disturbance, strikes, lock-outs, bandhs, war, civil strife, burglary, theft, dacoity, accident, technical fault including problems related to computers, accessories, softwares, printers, fax machines, Internet, telephone system and such related hardware and software beyond the control of the Bank, breach of trust by any authorized persons, flood, fire, earthquake, act of God, act of any government, change in regulation or law and other allied acts of regulatory or statutory nature or if the performance of such obligation or provision of such service would result in the breach of any law, regulation or other requirement of any governmental or other authority or on account of any other restriction or requisition or other circumstances or events whatsoever beyond the control of the Bank and the Bank shall not be obliged

to provide any service or facility or perform any of its obligations hereunder during the period while the Bank's performance is affected by force majeure conditions. The Bank shall not be responsible for any loss or damage caused to the Customer by reason of any failure to comply with the Customer instructions, when such failure is caused due to reasons beyond the control of the Bank, the opinion of the Bank being final in this regard.

9. 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 by statute, 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(s) 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.

10. Medium of Instructions

Bank at its sole discretion and pursuant to instructions received by the Bank in writing/over telephone//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)/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, as directed by the Customer, collection of/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. It is reiterated that the Bank may in its sole discretion restrict the mode of communication of Customer instructions. The Bank also reserves the right not to act upon certain instructions of the Customer sent via certain modes of instructions such as facsimile or email. The Customer acknowledges the above and agrees to indemnify the Bank against any actions, damages, costs, claims, demands, losses, penalties, fees (including attorney's fee) arising from any actions taken pursuant to instructions received via e-mail or facsimile which appear to have been sent by or on behalf of the Customer. This indemnity applies even if any such e-mails or facsimile transmissions were produced by or contains or has attached any forgery, lack of authority, wrongful alteration or other misuse of a document, text or file, or if any transmission details or information appearing on it are not genuine. This indemnity applies even if any such email or facsimile transmission was not in fact issued by the Customer.

11. Charges And Interest

Customer(s) shall be required to pay all charges, fees, interest, costs wherever applicable etc. in accordance with the Schedule of Benefits/Charges published by the Bank on its website/available at the Bank branch. Fees/charges shall be debited automatically from the Account(s). Any government charges, duties or taxes payable as a result of any use of any of the Facilities shall, if imposed upon the Bank (either directly or indirectly), be debited from the Account(s). All such fee/charges/interest/costs wherever applicable which the Bank, may levy with respect to the Account(s) or any transaction and/or any use of any electronic medium and/or otherwise may vary from time to time. If the Bank increases any fee or charge or introduce a new fee or charge, it will be

notified through any one or more of the following mode of communication like statements of accounts, e-mail, SMS alerts, notice board at branch, or any other usual mode of communicating with the Customer, one month prior to the revised charges becoming effective. This information will also be made available on the website. In case the revised fee/charges are not acceptable to the Customer, the Customer may close the account within one month of the revised charges becoming effective and the revised charges along with account closure charges will not be applicable. Interest payable on Saving and Fixed deposit Account(s) 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(s).

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(s) post giving a notice to this effect. Bank shall not be held responsible for returning any instrument presented after the date of closure or any consequences thereof.

12. 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 accompanied by a self attested address proof acceptable to the Bank as per applicable regulatory guidelines. 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.

13. Account(s) Maintenance Charges

Account(s) maintenance charge will be applicable on all accounts maintained with the Bank. These charges will not be levied on Pradhan Mantri Jan Dhan Yojna and Basic Savings Bank Deposit Account(s)

14. Freelook Period For Savings/Current Account(s)

If the Customer is not happy about the choice of current/savings account, he/she may, within 14 days of making the first payment into the account, approach the Bank to switch to another account type available with the Bank. Alternatively, he/she may seek refund of the amount which will be given back with any interest it may have earned. Bank will ignore any notice period and any extra charges applicable on the same

15. Liability Of The Bank

All Customer complaints or allegations relating to any erroneous fraudulent debits from the Account(s) will be investigated by the Bank in accordance with applicable laws and its policies in force from time to time. The Bank will also extend its full cooperation with police, regulators or any investigation agencies wherever required. Depending on outcomes of such investigations where neither the Bank is at fault nor the customer is at fault, the Bank's liability to the Customer shall be limited to the maximum amount stipulated by the Bank in its applicable policies in force at that point of time.

16. Fixed Deposits/Term Deposits

The term Fixed deposits or Term Deposits shall be used interchangeably in these T&Cs or any other document signed by the Customer. Fixed Deposits can be booked at card rates or negotiated rates and are subject to the applicable regulatory guidelines and Bank's policy. 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. All negotiated deposits would be booked as Single Maturity term accounts. Such negotiated fixed deposits, if prematurely withdrawn will be broken in full and will receive interest at card rate applicable on the date of booking the deposits for the duration the deposit remained with the Bank less penalty as prescribed by the Bank from time to time post deduction of applicable taxes/charges if applicable. 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 pay the amount specified on such advice. Pre-mature breakages 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 (not charged in case of deceased accounts).

In absence of any maturity instructions, Bank reserves the right to automatically renew the fixed deposit by reinvesting the maturity proceeds (principal plus interest accrued thereon less taxes if applicable) on the maturity date for a like term at the prevailing rate of interest. 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. 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.

17. Joint Account(s)

Communications, including statement of Account(s), Cheque books, drafts etc. in joint Account(s) shall be sent to the name of the person whose name appears first in the joint Account(s). On the death of any joint-holder (except where the mode of Operation is Jointly), surviving holder(s) of the Account(s) shall be entitled to operate the Account(s)/receive balance thereof, unless specifically prohibited by an order of the Court. Bank shall at all times have the right to set-off the whole of the amount lying to the credit of such joint Account(s) against outstanding of any of the joint holder(s) of such Account(s). In joint Account(s), if any holder forbids payment from the Account(s), no amount shall be paid from the Account(s) except on discharge of all holders/survivor(s). Joint Fixed deposit Account(s) can only be operated jointly by all the holders of such Account(s). It is clarified that operating an Account(s) 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.

18. Money In Account(s)

The Customer shall only deposit into the Account(s) such monies, which the Customer is legally entitled to deposit and hold. The Customer understands and acknowledges that the Bank is entitled to information with regard to source of any monies being deposited in the Account(s) and the Customer shall, upon demand, without demur or dispute, inform the Bank of any such source of monies. All cash deposits to be made in the Account(s) should be in line with applicable laws including various rules, regulations, circulars, notification and directives issued by applicable regulators, tax authorities or any government agency. The Bank may in its sole discretion, without liability, refuse to accept any deposit or limit the amount that may be deposited. The Bank also reserves the right to return at any point of time all or part of the deposit and discharge all liability where the source of funds cannot be identified or are not from legitimate sources or where the Customer is in breach of applicable laws.

Further, it is agreed that the Customer shall under no circumstances indulge in any scheme for making remittance towards participation in lottery, margin monies for overseas derivative trades,

money circulation schemes, other fictitious offers of cheap funds, etc. and the Customer acknowledges and understands that collecting and effecting/remitting such payments directly/indirectly outside India would make himself liable to be proceeded against with, for contravention of the Foreign Exchange Management Act or any other applicable law or regulation that is relevant to, or restricts or debars such activities.

19. Funds Transfer

The Customer shall not attempt to transfer funds without sufficient funds in the related Account(s) 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(s). In case of insufficient funds, Bank is not responsible for non-execution/non-payment/breakage of fixed deposit accounts of the Account(s) linked to the subject Account(s) or of any consequences thereof. The Customer shall abide by the FEMA rules/RBI Guidelines 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(s) including deposits made by way of cash deposits through an RBS ATM in India 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 therefore.

20. Instructions To The Bank

Only those instruction's (including but not limited to stop payment instructions given by the Customer shall be binding on the Bank which have been given and received by the Bank at least 2 (two) Working Days, or such higher period as may be stipulated by the Bank from time to time, 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.

Bank may refuse to honour a request to withdraw funds in cash from a Customer's Account(s) 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.

21. Alerts

Alerts are messages sent to the Customer triggered by certain events taking place in the Account(s) of the Customer or otherwise. These messages are sent over certain channels of Electronic Banking like Short Messaging Service (SMS)/Email/or in such other mode as offered by the Bank from time to time. Bank will send the alerts only on the mobile number and email id registered with the Bank. Alerts could be mandatory alerts (alerts that are sent by the Bank contingent upon certain transaction/activity in the account as per regulation from time to time at no extra cost; Customer does not explicitly provide his consent and cannot deregister for these alerts) Type of alerts offered by the Bank is at the sole discretion of the Bank which is guided by the Regulatory requirement, Banking practice, convenience and/or information to the customer. The Bank reserves the right to change the nature of information sent as alert from time to time.

22. Statement Of Account(s)

Statement of Account(s) for each Account(s) shall be issued on a frequency as determined by the Bank for each Account(s). Excluding what may not be applicable to NRI/PIO/OCB Customers, only one statement of Account(s) shall be issued if the Customer opts to link related Account(s) of the Customer and as advised by Customer. No separate statement of Account(s) will be issued for such related Account(s). 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 Account(s) 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.

22.1 E-Statement

The Bank may at the request of the Customer or as per its internal statement process (but always subject to applicable guidelines issued by the Reserve Bank of India from time to time), issue the Statement of Account(s) to the Customer at an e-mail id specified by the Customer (such Statement of Account(s) called "E-Statement") at a frequency as determined by the Bank, from time to time, for each Account(s). 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 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(s) 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 e-mail) do not tally, for whatever reason, with the records available at the Bank, the records available at the Bank shall prevail. 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 Bank reserves its right to levy charges for issuance of E-Statement in accordance with the Schedule of Benefits/Charges published by the Bank on its website/available at the Bank branch. Fees/charges shall be debited automatically from the Account(s) and the Bank shall 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 password as per the password logic specified by the Bank from time to time, instructions to which effect are conveyed to the client. In the event the Customer fails to put his password, then he will not be able to open and read the E-Statement.

It is being expressly agreed that in the event the Customer chooses to get E-Statement for one of his Account(s), then he will have to get E-Statement for all his Account(s) maintained with the Bank under the CIF 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 Account(s), which is different from the Account(s) for which the Customer has requested for a hard copy statement except in case of adhoc request for paper statement of an account.

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(s) shall be issued to the Customer on a reduced frequency as determined by the Bank, from time to time, for each Account(s). The Bank may at its sole and absolute discretion issue hard copy of the Statement of Account(s) 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 accessed by any third party due to the same being sent over Internet. The Bank shall not be responsible or liable for the timeliness, and successful delivery or receipt of the E-Statement. It is 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.

23. Maintenance And Preservation Of Records

Bank shall maintain such records of transaction carried out by the Customers in their Account(s) in accordance with Bank's policies and applicable laws. 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.

24. Cheque Deposit

Cheques deposited are sent for clearing on the same day as per prevailing clearing timings in the particular location, which shall be subject to such procedure as described hereunder. Customer needs to check with the Bank for the prevailing cheque clearing timings. Cheques, if drawn locally (in Mumbai), will normally be presented to the drawee Bank on the next working day inline with the Clearing House guidelines. Bank may accept a cheque or other item for deposit to the Customer's Account(s) from anyone. Bank is not obliged to question the authority of the person making the deposit. Cheques drawn on non - local clearing will be sent on collection basis or directly to the drawee Bank and the proceeds of such cheques will be credited to the Account(s) upon realization of funds. Bank will not be held responsible in case the cheques sent to the correspondent Banks on collection basis are either lost in transit or the funds are not received by the Bank. Bank's liability in such a situation will be limited as per the compensation policy of the Bank.

The Bank at its discretion is entitled to credit the proceeds of cheques sent for collection even before realization of the proceeds for the same. Furthermore, in case the cheque has been returned by the correspondent Bank/drawee Bank after the funds for the same has been duly credited to the Account(s), Bank will immediately debit the Customer Account(s) 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(s). 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. 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(s) other than the Account(s) of the depositor due to lack of clarity/overwriting of the Account(s) number written on the deposit slip or due to delay in forwarding the instruments for 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.

Clearing instruments, such as cheques or demand drafts etc, deposited through any permissible means, if not carrying correct or complete beneficiary name or the account number or any other relevant details as a result of which the Bank is unable to identify the intended beneficiary accurately, shall be sent for clearing in due course and funds so realized shall be held in the Bank's custody till the rightful owner of such funds claims the funds following the then existing Bank guidelines after duly verifying the identity and circumstances under which the clearing instrument was deposited with incorrect or incomplete details..

25. Insufficient Funds

When the Customer does not have sufficient funds in the Account(s) 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 Account(s) to satisfy the cheque/debit amount, Bank may automatically transfer funds to cover the shortfall.

26. Cheque Returns

Bank will not be liable for returning any cheque, if the Account(s) 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(s) may have sufficient balance at some other time, due to receipt of clearing, deposit of cash, etc. Further, the Bank shall also not be liable for dishonour of any cheque issued by the Customer, if any over draft facility extended by the Bank has been withdrawn. Bank will inform the Customer through the usual modes of communication about the cheques, which are returned

unpaid due to any reason, whatsoever. Frequent dishonor of cheques issued on the Account(s) due to insufficient funds being maintained in the Account(s) may also result in closure of the Account(s) by the Bank. The Bank's decision in this regard shall be final. If a cheque credited to the Account(s) is dishonoured, the amount thereof will be debited to the Account(s) and the cheque returned to the Customer at his preferred mailing address as per the Bank's records and the Bank will levy applicable charges in accordance with the Schedule of Benefits/Charges.

27. Stop Payment

The Customer can request the Bank to place a stop payment on cheques drawn on the Account(s) by notifying the Bank in writing, through Bank By Phone or by such other means as may be approved by the Bank from time to time.

The Bank shall require a minimum of two Working Days to be able to act upon such stop payment instructions and shall endeavour to carry out such instructions on a best effort basis. Any Account(s), 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(s). The Bank shall not be liable for clearing of cheques where the stop payment instructions are not meeting the aforesaid requirements or are ambiguous/incomplete/illigible or not in the form and manner acceptable to the Bank or where the Bank is unable to act on such instructions due to Force Majeure events or other reasons beyond reasonable control of the Bank.

The charges for this Service will be debited to the Account(s) as per the prevailing schedule of charges/benefits. 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(s) 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) 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).

28. Overdrawn Account(s)

If for whatever reasons the Account(s) 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.

29. 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 Account(s) 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(s) in excess of the amount lying in credit of the Account(s), 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(s) with reference to any transaction carried out on the cheque deposit 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(s) 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.

30. Nomination

This facility is available to certain category of Account(s) holders, who hold deposit Account(s) 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 is advised to use the facility of nomination to avoid claim formalities.

31. Death or Incompetence

All Customers are required to avail the nomination facility and appoint a nominee for their Bank accounts. Payment to the nominee shall constitute valid discharge of Bank's obligations. However if there is no nominee, all payouts shall be made in accordance with Deceased Claim Payout Procedure stipulated by the Bank from time to time.

The Customer agrees to notify to the Bank promptly if any owner/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/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 on such accounts and claim such amounts as are due to it under any Banker's lien or otherwise. In case of the 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 issued by a court of competent jurisdiction/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/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 of 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 of the existence of a will/probate on the date of payment. It may be noted that notwithstanding the above, in the case of a joint account, the nominee's right would arise only after the death of all the holders. In event of the death of the depositor, premature termination of term deposit would be allowed in accordance with the deceased policy of the Bank. Such premature withdrawal would not attract any penal charge.

32. Dormant Account(s)

A savings as well as current account will be treated as Inoperative/Dormant if there are no transactions in the account for a period over two years or such other period stipulated by Reserve Bank of India from time to time. Further, for the purpose of classifying an account as inoperative, both the types of transactions i.e., debit as well as credit transactions induced at the instance of Customer as well as third party will be considered. The Bank shall make reasonable endeavors to inform the Customer (including any joint holder/s) atleast three months before the Account(s) is classified as a Dormant Account(s). Further the Bank shall also make reasonable endeavors to inform the Customer of the procedure to be followed to activate the Account(s). If the account is categorized as Dormant, the Customer may be allowed to carry out transactions on the Account(s) through the Bank's branches or in such other manner as may be permitted by the Bank from time to time. Further the Bank shall also make reasonable endeavors to inform the Customer (including any joint holder/s) of the procedure to be followed to activate the Account(s). No charges shall accrue for activating an Inactive/Dormant Account(s). Operation in such accounts will be allowed after due diligence as per risk category of the Customer. Due diligence would mean ensuring genuineness of the transaction, verification of the signature and identity etc.

33. Unclaimed Deposit

All Unclaimed deposits shall be dealt by the Bank in accordance with applicable regulations and guidelines issued by Reserve Bank of India from time to time.

Under the current RBI guidelines, the unclaimed deposits will be credited to The Depositor Education and Awareness Fund Scheme, 2014 (a scheme created under the aegis of RBI) within a period of three months from the expiry of the period of ten years of non operation. The Fund shall be utilized for promotion of depositors' interest and for such other purposes which may be necessary for the promotion of depositors' interests as specified by RBI from time to time. The Account(s) holder would, however, be entitled to claim from the Bank his/her deposit or any other unclaimed amount or operate his/her account after the expiry of ten years, even after such amount has been transferred to the Fund. The Bank will pay the amount to the Account(s) holder/claimant and claim refund of such amount from the Fund.

34. Account(s) Closure

The Bank may at any time, in its sole discretion, without liability, close the Account(s) after giving a prior notice of at least thirty (30) calendar days to the Customer. However, the Bank may also close the Account(s) under certain conditions (including without limitation), breach of applicable laws, improper conduct of the Account(s), and/or the Account(s) profile or transactions in the Account(s) not being in line with the Bank's internal policies or guidelines pertaining to KYC/AML, without giving any prior notice to the Customer. Bank shall not be liable for any consequences arising out of such closure of any Account(s) including but not limited to return of cheques unpaid after the expiry of such period. On closure of Account(s), Bank shall remit the amount outstanding to the credit of the Account(s), if any, by Pay order/cheque to the address of the Customer recorded with the Bank.

The Customer may close the Account(s) at any time he so chooses by way of providing a written communication in this regard to the Bank. In the event of closure of an Account(s), the Bank will refund the monies (including balance) lying to the credit of the Account(s) to the Customer subject to payment of applicable standard service/processing charges and availability of certain minimum threshold monetary limit. It shall be the responsibility of the Customer that at the time of closing of Account(s), 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. The Customer would be required to make alternate arrangements for cheques already issued and shall desist from issuing fresh cheques on the Account(s) in such a situation. 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(s). 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 Reserve Bank of India, the Bank shall have full right to close the Account(s) 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. Further, the Bank shall also be authorized to close an Account(s) if the Customer is unable to meet or is in violation of any legal and/or regulatory requirements or any directives stipulated by regulatory authorities of such other countries where the Bank (or its affiliates) conduct any business.

35. Delivery

Delivery of communications/letters/cheque books/statement of Account(s)/will be made by a courier/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, Delivery/- 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 in writing/by telephone//other electronic medium as acceptable by the Bank. 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 anything contained herein the Bank shall not, nor be obligated to or be bound to authenticate the Customer's instructions received over the telephone//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(s), 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 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/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.

36. Foreign Exchange Transactions And Exchange Rate

All transactions conducted in the Account(s) involving foreign exchange including foreign remittance from or into the Account(s) by way of, telegraphic transfer, etc. shall be as 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(s) including transaction 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.

37. Foreign Inward Remittance Certificate (FIRC)

On any remittance made in any Account(s) 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(s), with such proof or evidence as may be required by the Bank, failing which the Bank, will issue, at its sole discretion but without any obligation, the FIRC with such reason/purpose for remittance as deemed appropriate by the Bank.

38. Deposits Of Foreign Contribution/Donations

For Account(s) held by any persons, entity, associations or trusts, having the stated objective of a definite cultural, economic, educational, religious or social programme, the Customer agrees and undertakes that it shall not accept any foreign contribution to the Account(s) unless such persons, the entity, association/trust has first registered itself with the Ministry of Home Affairs, Central

Government or has received prior permission from the Ministry of Home Affairs, Central Government in accordance with the rules made under the Foreign Contribution Regulation Act, 2010.

39. 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 by Income Tax authorities. Interest income will be a summation of interest earned and accrued on all fixed deposits in the Customer's name as the primary Account(s) 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 a quarterly basis. Such certificates will be issued in the financial quarter succeeding the financial quarter 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 from the Income Tax authorities. 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.

40. Working Days

The term "Working Days", wherever used in these T&Cs means a day (other than a Sunday or days declared as holidays under the Negotiable Instruments Act, 1881) on which scheduled commercial Banks are open for general business in the state where the concerned branch of the Bank is situated. Customer recognizes that the even though the Bank may be open for business on Saturdays or 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 T&Cs.

41. 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.

42. 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

information of the Customer as may deem correct. This requirement of information used as identifiers 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 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 or for training & quality purposes. The Bank may keep such record of any transaction carried over by the Customer over Bank by Phone, for a period and in a manner as the Bank may deem fit. 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 over Bank by Phone.

43. 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, 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(s) 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 Banking. 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:

43.1.1 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.

43.1.2 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.

43.1.3 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(s) 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(s) 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.

The Customer consents to the transmission of communications through the internet and/or mobile phone transmission (including SMS/text messaging). The Customer understands and acknowledges that the internet and/or mobile phone transmission (including SMS/text messaging) is not necessarily a secure communication and delivery system, and understands the confidentiality and other risks associated with it. The Customer acknowledges and accepts that transmission over the internet and/or mobile phone involves the risk of possible unauthorized alteration of data and/or unauthorized usage. The Customer hereby agrees and confirms that the Customer shall not hold the Bank liable or responsible for any such interception, alteration or misuse and agrees that the same shall not be considered as a breach by the Bank of Banker-Customer confidentiality. The Customer agrees to hold the Bank free and harmless from all losses, costs, damages, expenses that may be suffered by the Customer, the Bank or any third-party whatsoever due to any errors, delays or problems in transmission or unauthorized/illegal interception, alteration, manipulation of electronic data or otherwise caused by using the Internet and/or mobile phone as a means of transmission.

43.1.4 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, Request and/or non-instantaneous transactions such 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(s) 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 ten (10) 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.

43.1.5 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.

43.1.6 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.

43.1.7 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.

44. Electronic/Special Electronic Fund Transfer (EFT/SEFT) Through RBI (NEFT/RTGS/NACH)

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

44.1 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.

44.2 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.

44.3 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.

44.4 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. 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 of otherwise.

44.5 Rights And Obligations 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.