



## **Terms and Conditions**

### **TERMS AND CONDITIONS AND RULES FOR THE RATNAKAR BANK LTD.'S SERVICES**

These Terms may be read as a stand-alone document or be read with other such documents as may apply to a particular Account/ Service/ situation/ circumstance/ transaction. The Customer acknowledges and agrees that the Bank may at its sole discretion add to, modify or amend the Terms (including the Charges) from time to time and such changes shall be communicated to the Customer, but individual communication may not be sent to him. The Terms shall be available at the Bank branches and on the Bank's website. The Bank may publish notices of general nature which are applicable to the Customers on its website or on its notice board or in any other mode as may be decided by the Bank. Such notices would have the same effect as a notice served individually to each Customer. The Customer shall be given a period of 15 days from the issue of the notice, within which the Customer shall have to right to close the Account or discontinue availing of the Service, failing which he shall be deemed to have accepted the change from the effective date mentioned in the notice.

The Customer agrees that the opening and maintenance of the Account and availing of the Services is subject to the rules and regulations introduced or amended from time to time by the Reserve Bank of India.

In the event that any provision of these Terms is held to be in violation of any applicable Law or if for any reason a court of competent jurisdiction finds any provision of these Terms or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.

### **DEFINITIONS**

In the Terms following words and phrases have the meaning stated hereunder unless indicated otherwise:

- "Account" includes 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 and Depository Services and any kind of Banking or Financial relationship), either held and/or operated and/or transacted singly and/or jointly at the Bank.
- "Alerts" mean messages sent to the Customer over certain channels of electronic medium – which are triggered by certain events taking place in respect of the Account of the Customer or otherwise.
- "Bank" shall mean The Ratnakar Bank Ltd. Limited 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, representatives, successors, content providers and any such persons, entities, who are

affiliated or associated with the Bank for whatever purpose in relation to any of the Accounts or the Bank operations or provisions of Services except where the Bank has itself excluded any such person or entity herefrom.

- “Bank Holiday” means Sunday or public holiday as declared under the Negotiable Instruments Act, 1881 even though the Bank may be open on those days.
- “Charges” shall mean all charges, fees, interest, costs levied by the Bank with respect of any Account and/or Services and/or otherwise on the Customer.
- “CRN” means the Customer Relationship Number that is allocated by the Bank to each customer for the purpose of identification.
- “Customer” refers to the person or person(s) in whose name the Accounts(s) with the Bank are existing, may be opened (changed) now/any time in future and includes both singular and plural, (for purposes of reference to joint account holders, individually and collectively).
- The word “Customer” includes juristic persons, partnership firm, association of persons, HUF (Hindu Undivided Family), company, co-operative society, Charitable Society or Trust, including a government or political subdivision or an agency or instrumentality thereof - having an account with the Bank. For the sake of convenience Customer is being referred to in the masculine gender.
- “Internet” refers to a network of computers and other electronic devices which share and exchange information and 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.
- “Net Banking”/ “Net Banking” Site/Web Site means availing of the facilities offered by the Bank to carry out various transactions or avail of the information over the Internet.
- “Joint Account” means the Account held by more than one individual Customer.
- “Law” means (unless otherwise indicated) the laws in force in India at the relevant time.
- “Mailing Address” is the address of the Customer recorded with the Bank as the address to which all correspondence of any kind is to be sent and as changed in the records of the Bank by the Customer from time to time in the manner prescribed by the Bank.
- “NRI” means Non-Resident Indian, “OCB” means Overseas Corporate Body, “PIO” means Person of Indian Origin: as defined under the Foreign Exchange Management Act, 1999 and amendments thereof and/or rules and regulations framed by the Government of India (GOI) and/or RBI.
- “Operating Mandate” means the mode of account usage as may be specified by the Customer at the time of opening the Account with the Bank.
- “Password” means and includes any randomly generated secret and confidential code, allotted by the Bank to the Customer and/or selected by the Customer and subsequently changed by the Customer as per Customer’s choice, for operating the Account and/or to avail specified Net Banking Service.
- “Payment Instructions” means instructions given by a Customer for effecting transfer of funds from the Customer’s Account to any other Account of another customer held with the Bank or to an account in any other bank of a customer of such bank.
- “Registered Address” is any address other than the Mailing Address provided by the Customer to the Bank at the time of opening of the Account and as changed in the records of the Bank from time to time in the manner prescribed by the Bank.
- “RBI” means the Reserve Bank of India.

- "My Mail" means email facility available to Net Banking customers after they log into the site using their User ID and password.
- "Standing instructions" are debit instructions set to be executed on future dates during a period specified by the Customer at a time interval specified by the Customer.
- "Technical Snags" includes any problems and difficulties arising due to routine maintenance requirements, excess demand, power and electricity failure, computer errors, programming errors, software or hardware errors, computer breakdown, Internet or network failure, faults in the telecommunications network, non-availability of Internet connection, communication problems between the Bank's server and Customer's computer network, shutting down of the Bank's server, non-availability of communication links, corruption of the computer software, snags in the Service Providers infrastructure and telecommunication network, and arising due to any other technology related snags; any problems and difficulties for any reasons whatsoever including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints or any other problem or difficulty beyond the control of the Bank.
- "Terms" shall mean Terms as may exist now and as may be amended from time to time.
- "User Id" means and includes any randomly generated code, allotted by the Bank to the Customer for operating the Account and/or to avail specified Net Banking Service.
- "Working days" means the days, which are not Bank Holidays.
- 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

## **GENERAL TERMS**

- **Acknowledgement**  
The Customer acknowledges that he has read, reviewed and understood these Terms and unconditionally agrees to abide by the Terms and rules in force and any changes to the same from time to time. The Customer acknowledges that the Account or Services that are offered to the Customer are not transferable under any circumstances and shall be used only by the Customer. The Customer cannot assign these Terms to any third party.
- **Address**  
Bank shall send all communications, correspondences, statement of accounts, cheque books, drafts, etc. to the Customer at the Mailing Address except in exceptional circumstances at the discretion of the Bank.
- The Customer must promptly notify any change of his Mailing /Registered Address in writing with supporting address proof. However, if Registered Address is to be changed as the Mailing Address or vice versa the communication could be sent by any other mode acceptable to the Bank. Change of any of the addresses will be applicable to all the Accounts of the Customer wherein he is the sole or the primary holder, unless otherwise indicated. In case of Joint Account with joint operating mandate no change in Mailing/Registered Address shall be affected unless communicated in writing by all the holders.
- If the Customer does not receive any mail sent by the Bank at such address due to any reason whatsoever, the Bank shall not be responsible. The reasons may include (but not be limited to) 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 or non-receipt of the mail, Bank will not be responsible or liable to re-deliver the same.

- **Communication By Customer**

The Customer should communicate with the Bank only via the mode that is specified and the Bank is not bound by communication received via any other mode. Specifically if certain kind of transaction requests are not allowed through phone or email, the same should not be used. The customer should not use My Mail for time critical instructions e.g. stop cheque and hot carding.

- **Correspondent Bank Relationships**

Bank may use the service of correspondent Banks to provide certain Services or facilities . 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.

- **Authorised Signatory**

The individual expressly authorized by entities including companies, societies, associations, trusts and partnerships to operate the accounts / access services as per powers conferred by the entity.

- **Disclosure Of Information**

Customer hereby irrevocably agrees to and consents that the Bank may disclose at any time and share with or in any manner make available to any agencies, bureau's, affiliate companies, firms, associations, corporate bodies and other persons including any outside agencies any information of the Customer as may be required in strict confidence.

- Customer further agrees that the Bank may hold and process his personal information on computer or otherwise in connection with any Service for statistical analysis and credit scoring. The Customer also agrees that the Bank may disclose in strict confidence to other institutions such personal information may be necessary for reasons inclusive but not limited to, participation in any telecommunication or electronic clearing network, in compliance with a legal or regulatory directive/instruction, For credit rating by a credit rating agency, For fraud prevention purposes

- **Holiday Processing**

Any transactions on any day which is a Bank Holiday 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 succeeding working day and not the actual day of the transaction and all deductions/accretions on such amount shall be deducted/accrued as of such working day. Bank shall not be responsible for any loss of interest or liability incurred/suffered by the Customer including but not limited to loss of interest arising due to such transaction being not shown on the day the same actually occurred. 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.

- **Non-Individual Accounts**

Accounts held by non-Individuals entities shall be operated as per the laws applicable to them and as per the operating mandate or as may be required by the Bank.

- **Standing Instructions**

The Bank may provide its customers facility to give standing instruction through Net Banking at its discretion.. For each instruction the Customer has to specify the amount that shall be debited from his account for transfer to another account held with the Bank or by way of a draft. The Customer is responsible for making sure that concerned account has sufficient funds on the date of standing instruction execution. The Bank may, at its discretion, carry out the instructions notwithstanding inadequacy of funds/credit facility without prior approval from or notice to the Customer and the Customer shall repay with interest the resulting overdraft/advance/credit and all related Charges and interest on the excess amount, at such rates as the Bank may levy. The Bank shall not be liable for any omission to execute all or any of the instructions or for late instructions due to any reason whatsoever. The Customer agrees to pay the Bank the charges levied by the Bank, if any.

- **Maintenance And Preservation Of Records**

Bank at its sole option and discretion shall maintain or destroy 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 question the validity and correctness of the same. The Customer may be able to take out a print of the transaction attempted to be effected over Net Banking. However, only the record maintained by the Bank shall prevail. 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.

- **Force Majeure**

Notwithstanding anything to the contrary contained herein, 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.

- **Accuracy Of Personal Information**

The Customer is responsible for the correctness of information supplied to the Bank at the time of opening the Accounts or availing any of the Services. The Bank shall not be liable for any consequences arising out of erroneous or misleading information supplied by the Customer. If the Customer suspects that there is an error in the Information supplied to the Bank, the Customer shall advise the Bank in writing. The Bank accepts no liability for the consequence arising out of erroneous, incorrect, untimely or incomplete information supplied by the Customer.

- **Limitation Of Bank's Liability**

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 damages, loss, harm, expense, liability and the like arising to the Customer or any third party for any reasons whatsoever whether attributable to the Bank or not.

- The Bank may sub-contract and employ agents, consultants, contractors, content providers or representatives to carry out any of the provisions of this Agreement. The

Bank shall not be responsible for any negligent or fraudulent acts of such persons or any acts done outside the scope of their authority.

- **Indemnification**

The Customer agrees to and shall indemnify and hold the Bank and each of the employee agents, consultants contractors, content providers or representatives of the Bank harmless against all actions, claims, liabilities, demands, actions, proceedings, losses, damages, costs, charges and expenses including reasonable attorneys' fees and court/ adjudicating body costs 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 breach of the Customer's representations and warranties, the improper use of the Account and/or Services by the Customer or the breach of any of the Terms herein by the Customer or by reason of the Bank in good faith taking or refusing to take or omitting to take action on any instruction given by the Customer, including but not limiting to: (i) Failure to intimate/inform the Bank when he/it suspects or knows that his/its Passwords are known to third parties or when third parties use his/its Passwords for carrying out unauthorized or illegal transactions;(ii) Failure to keep confidential and secure the Passwords from third parties;(iii) Failure to inform the Bank regarding any changes in his/its personal information or Account information;(iv) Unauthorised or illegal access to the computer system/network and/or data of the Bank by using a Customer's Passwords; (v) Failure to comply with the Law; (vi) Failure to comply with the usage guidelines issued by the Bank in respect of Accounts or Services as may be applicable at the relevant time; (vii) Failure to comply with any agreement between the Bank and the Customer.

- **Applicable/Governing Law**

These Terms, Accounts/Services and obligations of the Bank shall be governed and be subject to laws and guidelines as may be issued by RBI from time to time. The Bank accepts no liability whatsoever, direct or indirect, for noncompliance with the laws of any country other than that of India. The mere fact that the Account/Services can be accessed through Internet in a country other than India shall not be interpreted to imply that the laws of that country govern these Terms, and/or the operations of the Accounts of the Customer.

- **Compliance With Law**

All Customers must be eligible and capable by law to open and operate the Account. The Bank shall not be liable to the Customer or any third party for any loss or damage suffered due to the ineligibility or incapacity of the Customer. All the Customers agree that they are aware of and shall comply with any law that may be applicable to any of the transactions they carry out, in India or abroad, through their Accounts. The Bank shall not be responsible or liable to any third party for the Customer's violation of any law.

- **Arbitration**

The Customer agrees that he will, at all times, make all attempts to resolve all differences arising in respect of the Terms by discussion with the Bank failing which, by arbitration, provided that the arbitration shall be by a sole arbitrator, nominated by the Bank. In the event of death, refusal, neglect, inability or incapability of a person appointed to act as an arbitrator, the Bank shall appoint another sole arbitrator. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall be conducted in English. The place of arbitration shall be Mumbai, India. The Customer waives any objection to such proceedings on grounds of venue. Such arbitration shall be resorted unless the differences are falls within the jurisdiction of the Debts Recovery Tribunal established under the Recovery

of Debts due to Banks an Financial Institutions Act, 1993, in which case the Tribunal will have the jurisdiction over the matter. Notwithstanding the aforesaid provisions of this Agreement, in the event of any breach or apprehended/ threatened breach of the provisions of this Agreement by the Customer, the Bank shall be entitled, in addition to all other remedies, to an injunction, restraining any such breach, without recourse to arbitration. The Courts of the city in which the branch of the Bank in which the Account is/was opened is situated shall have the exclusive jurisdiction to decide any dispute in respect of the Terms. Notwithstanding the above, the Bank has the right to bring /file a claim in any other competent court or judicial forum having jurisdiction, whether in or outside India.

- In the event of any breach or threatened breach by the Customer's authorized representatives/employees of the Terms or the respective agreements between them and the Customer, the Customer shall cooperate with the Bank in any manner as may be required to restrain such breach, including the pursuit of all legal remedies.

### **SPECIFIC CONDITIONS APPLICABLE TO NET BANKING**

- **Software And Hardware:**

The Customer shall at its cost, procure, maintain and update/upgrade all such software and computer & communication systems which are compatible with the Bank's system, as applicable, from time to time, to avail and use Net Banking. 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.

- Customer should not access the Net Banking using any computer or other device, which he does not own without the owner's permission to do so. If the Bank suffers any loss due to breach by Customer of this condition then he must compensate the Bank for the same.

- **Use of Digital Signatures / smart cards / biometrics and Opening Online Accounts**

The Bank reserves the right and discretion to permit the use of digital signatures using the Public Key Infrastructure System as provided for under the Information Technology Act, 2000/ biometrics for opening a Bank Account online and operating such Bank Account or the existing Account, as per Banks' policy or as and when the law authorises and technology facilitates such transformations.

- **Virus Protection**

Customer must take all reasonably practicable measures to ensure that Customer's system or any computer or other equipment or device from which Customer accesses the Net Banking Service is free of any computer virus or similar device or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms ("Viruses") and is adequately maintained in every way.

- While, the Bank will take all steps to prevent introduction of virus / other such destructive materials on the Website, it does not represent, warrant or guarantee that the Website or the Content downloaded from the Website or Linked Websites do not contain such virus or destructive materials. Bank is not liable for any damage or harm attributable to such virus or destructive materials.

- **Linking Of Accounts Of The Customer**

All accounts linked to the customer's Customer Reference Number may be accessible through Net Banking, subject to Bank's rules. However rights to transactions will depend on the customer's operating mandate on that account.

- Additionally, in case of more than one holder, Net banking access shall be given to the Customer subject to agreement from all co holders in the forms prescribed by the Bank.

- **Customer Identification And Authentication**

The Customer grants express authority to the Bank for carrying out transactions received by the Bank through Net Banking post authentication and the same will be deemed to have emanated from such Customer. The Bank shall have no obligation to verify the authenticity of any transaction received from the Customer or purporting to have been sent by the Customer other than by means of verification of the Password. The Bank will not be liable for acting in good faith on such instructions. The Bank may at its sole discretion decide not to carry out any instruction/s through Net Banking where the Bank has reason to believe that the instruction/s are not genuine or otherwise improper or unclear or raise a doubt. If the Bank believes that an instruction over Net Banking may not have been properly authorised by Customer, the Bank may after making reasonable efforts to check whether it was properly authorised, refuse to carry out such instruction or to take steps to reverse any action taken on the basis of that instruction. Bank will not be responsible for any loss to Customer / third party that results from such a refusal/reversal.

- **Password(S)/Access**

The Customer will be allotted Passwords/ User ID by the Bank to avail of the Net Banking Services. The Bank shall send the same in a tamper proof sealed envelope ("Mailer") or send the password on registered email in pdf which will be a password protected document. The Customer shall ensure that the Mailer is received in a sealed envelope with out any tampering, and if not, the Customer shall forthwith inform the Bank immediately in writing or by phone.

- After the first successful login, the user may change the password which may be used to Login into Net banking. Customer's access to Net Banking will be disabled if wrong password is entered successively three times (or number of attempts as decided by the Bank from time to time). In such event the Bank may automatically reactivate access after a specific interval.
- The Bank may decide to disable password in case the Services are not used for a continuous period as decided by the Bank. The Customer may also request for temporary disabling of access. To reactivate access to Net Banking, the Customer must intimate the Bank by way of a letter, phone or such other mode as may be prescribed by the Bank, providing certain details as may be required or prescribed by the Bank and the information so sent shall be deemed to be correct.

- **Security And Confidentiality Of Password**

Customer agrees and acknowledges that he shall be solely responsible for maintaining secrecy of his Account details and Passwords. Customer must comply with any other requirements designed to protect the security of his use of the Net Banking, which are set out in the guidelines or notified to Customer from time to time.

- To ensure that the Customer alone is able to access and give instructions through Net Banking, he must at all times comply with the following security procedures. (i) Change his Password regularly or if so required by the Bank; (ii) Not choose a Password, which he has used before or which is likely to be guessed by anyone; (iii) To safeguard his Passwords at all times and not to disclose any details of his Password to anyone else (including to Joint Account Holder or a member of the Bank staff); (iv) Not record Passwords in a way whereby it will be legible or accessible to any third party; (v) Preferably memorize Passwords and then destroy any record of it; (vi) Not allow anyone to operate Net Banking on his behalf; (vii) Not leave any system unattended while he is logged on to Net Banking and each time he goes away from such system to log-out from Net Banking; (viii) Not access Net Banking from any equipment or device connected to a local area network (or LAN), such as an office environment, without first ensuring that no one else is able to observe or copy his Passwords. The Customer shall indemnify the Bank if any loss is suffered by the Customer due to failure to comply with the above security procedures.
- If Customer discovers or suspects that his Password or any part of it is known to someone else, he must immediately change the Password himself through Net Banking. If this is not possible, Customer must notify the Bank immediately at the Bank branch during banking hours or through the phone. The Bank may suspend access until new Passwords have been set up. Any transaction done prior to such a notification shall be entirely at the Customer's risk and cost.
- **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 Net Banking. The Bank shall endeavor to use the best technology, but the Customer understands that due to the nature of technology, it may not be possible to keep the system foolproof and tamperproof at all times. The Customer acknowledges and unconditionally accepts and agrees that in no way shall the Bank be or held responsible if the Customer incurs a loss as a result of misuse/unauthorised use of Net Banking and/or Password or as a result of information being disclosed by the Bank regarding his Bank Account/s to any Person or carrying out the transaction or instruction received through Net Banking. If the Customer fails to observe the security and confidentiality requirements he may incur liability for unauthorized use. The Bank does not assume any responsibility on this behalf under any circumstances. Customer is aware of the risks, responsibilities and liabilities involved in Net Banking and has after having due consideration availed of the same. Customer represents and warrants that he has a complete working knowledge of computers / electronic machinery, e-mail and the Internet, which will enable him to avail the Net Banking. The Bank shall not be responsible due to loss (es) suffered by the Customer from any misuse/ unauthorized use of the Net Banking password chosen by the Customer.

## **Transaction**

Payment Instruction for effecting transfer of funds may be in respect of transaction undertaken by the Customer and which may not materialise or get completed by acts or omissions of the persons in whose favour such payment instructions have been effected. The Bank shall

not be responsible and/or liable or in any way involved in such transaction of the Customer not materialising or getting completed.

Any transaction for transfer of funds as per the instructions of the Customer may not materialise or get completed for any reason whatsoever and for such non materialisation and/or non completion of the transaction the Bank shall in no way be responsible.

The Customer understands that the Bank is only providing Services of transfer of funds pursuant to Customer's instructions.

### **Processing Of Transactions**

The time of processing of transactions over Net Banking may vary depending on whether they are processed manually or electronically and or whether they can be updated immediately or whether they are processed after the close of working. Instructions/Transactions over Net Banking may not be stopped. For Stop Payment instructions and other urgent/important request, the customer should follow up with the Bank and ensure that the same are physically recorded / carried out by the bank.

The financial information available over Net Banking is for reference purposes only. Account information available through this Service will not reflect transactions that may be in the Bank's hands but which have not been processed or which still have to be verified for payment. The Bank shall not be liable for any loss incurred or damage suffered by the Customer or third party by reason or in consequence of any such financial information.

The Bank shall endeavour to effect fund transfer and payment transactions received through Net Banking provided there are sufficient funds available in Customer's Account/s and Bank shall not be liable for any omission to make any of these payments or for late payments due to circumstances beyond the reasonable control of the Bank.

Once Customer has given an instruction through Net Banking, Customer will not be able to reverse it. Bank is under no obligation to reverse an instruction Customer has given; or to accept an instruction that is conditional or reversible or which requires Bank to pay a third party sooner than it would be able to pay following normal banking practices. Bank may at its discretion try to reverse entry to the extent that is possible under the rules and practices of the banking system at a cost to the Customer as decided by the Bank.

Customer hereby confirm and acknowledge that payments through electronic transfer of funds are subject to Sec.40A (3) of the Income Tax Act, 1961.

### **Depository Accounts Statements**

The Bank may provide a facility to its depository customers for receiving statements on email. These statements may include but are not restricted to transactions statements, holding statements and billing statements. The Customer by requesting the Bank to furnish such particulars and details and statements by e-mail declares and confirms that he is aware of the risks concerning the e-mail and will not hold the Bank liable therefor. The customer undertakes to keep the Bank informed about his email id changes.

**Limits**

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

**Bills Payment/Presentation And Payment only Billers**

Bank may at its discretion make available the service 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 ("billers") by receiving request through Bank branch. 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 (i) the timeliness of payment to or receipt of payment by the respective billers; (ii) the accuracy of such bills/outstandings and/or details thereof or whether the bill was made available over Electronic Banking in time or not;(iii) to check whether or not the Customer has made payments through channels other than the bank channels;(iv) any short/excess payment made to billers. The Customer is solely liable to follow up and settle the shortfall and or for refunds; (v) the discontinuation/suspension/partial suspension/cancellation of the service/ goods/ utility, for any reason whatsoever, and any consequences thereof; (iv)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 creditors or the creditors going into bankruptcy/suspending/ceasing to do working.

The Customer acknowledges and agrees that the Bank remains a mere facilitator for this service and that the Bank does not warrant or claim any responsibility for this service nor does the Bank endorse any such service and/or its standing or reputation whatsoever, 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 in this regard is entirely on the Customer and he is required to do his own survey. The debits or credits to the NRI/ PIO/OCB Customer account are further subject to restrictions and limits as are specified for NRI/ PIO/OCB operated accounts as also by the Bank and the RBI.

**Alerts**

The Bank may offer the facility of Alerts for information only and may discontinue the same at its own discretion. 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. However the Bank shall not be responsible or liable for the timeliness, completeness, accuracy and successful delivery or receipt of the Alerts

**SMS banking**

1. ACCEPTANCE. By using SMS Banking, you have accepted and agreed to be bound by all operational rules and general terms and conditions governing SMS Banking, including without limitation all the following paragraphs, and to pay for the card transaction amounts, interest and other charges if applicable and any fees associated with the use of SMS Banking, such as but not limited to SMS fees. You likewise agree to be bound by any and all laws, rules, regulations and official issuances applicable to SMS Banking, now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services which we may from time to time make available to you in connection with the SMS Banking.
2. SERVICE. The services under SMS Banking shall be available to you through the medium of

cellular/wireless mobile telecommunications equipment acceptable to the mobile phone service provider (the "Mobile Phone Service Provider") and your Mobile Phone Number with the service provided by the Mobile Phone Service Provider and, for SMS Banking Payments, the merchant selling the goods and services ("Merchant").

You are responsible for determining if your Mobile Phone Service Provider supports SMS (Short Message Service)/text messaging and if your cellular phone or telecommunications equipment is capable of receiving SMS/text messages.

We will arrange for the display of text/graphic messages in your telecommunications equipment notifying you of information and details relating to the use of SMS Banking.

We have the absolute discretion to make SMS Banking available to you. We have the discretion from time to time to determine the scope of SMS Banking, determine the types of telecommunications equipment acceptable for the purpose of providing the services thereunder, restrict the number of pieces of telecommunications equipment which may be registered by you, set or change the daily cut-off time, modify, restrict, withdraw, cancel, suspend or discontinue any or all of the services without notice or responsibility to you and without giving any reason therefor. You understand that by using SMS Banking after any modification or change has been effected, you have agreed to any such modification or change.

We likewise reserve the right to impose a fee for SMS Banking at our absolute discretion at any time without your prior consent.

3. **RESPONSIBILITY.** You authorize us to act upon any instruction/s which is/are identified by any use of your Mobile Phone Number. We shall be responsible for acting only on those instructions sent through SMS Banking which are actually received and you agree that we do not assume any responsibility for malfunctions in communications facilities not under our control that may affect the timeliness or accuracy of the instructions sent. In this regard, you acknowledge that the receipt of any text/SMS message may be delayed or prevented by factor(s) affecting your telecommunications equipment or the services provided by your Mobile Phone Service Provider and other factors outside our control; you acknowledge that we shall not be responsible for any electronic or mechanical malfunction, data failure or corruption, viruses or other problems attributable to your telecommunications equipment or the services provided by the Mobile Phone Service Provider. You also acknowledge that we shall not be responsible for any product or service purchased by you from or provided by the Merchant.

Such instructions, upon receipt by us, shall be effected at our absolute discretion. We shall be entitled to treat and consider as valid and binding on you any instruction given, or agreement made with us, through your telecommunications equipment by any person using the Mobile Phone. You hereby accept full responsibility for all transactions executed via SMS Banking and in particular, in ensuring the accuracy and completeness of your instructions.

We shall be entitled but not obliged to verify any instructions for SMS Banking Payments given through the use of your Mobile Phone Number, Card Number and Code by sending e-mail online or via telephone or any other means.

We do not review or verify any instructions for SMS Banking. You acknowledge and accept that the text message/SMS sent and received is not encrypted and shall include account information. You also acknowledge and accept that we do not guarantee the delivery nor the accuracy of the contents of each SMS Banking SMS.

You agree that we may, without notice and without stating the reason therefor, cancel or refuse to execute any of your instructions at any time without incurring any liability.

4. **SUSPENSION/CANCELLATION.** The SMS Banking shall automatically be terminated once the Mobile Phone Service Provider suspends or terminates its services in connection with your registered telecommunications equipment. We shall not be liable to you in the event of such termination.

After suspension or cancellation, SMS Banking may be reinstated at our sole discretion and we reserve the right to impose a reasonable reinstatement charge as we deem fit.

We shall not be liable to you if you are unable to gain access to SMS Banking.

5. **INDEMNIFICATION.** We shall not be liable for, and you agree to indemnify and keep us indemnified, against any and all proceedings, claims, losses, damages or expenses (including legal costs) arising from or in connection with the following:

You agree to hold us free and harmless against any and all liability, administrative, civil or criminal, including, but not limited to, those relating to secrecy laws or regulations, should any text or SMS message which may include your name and information pertaining to your Account(s) be viewed or accessed by persons other than you.

6. **LIMITATION OF LIABILITY.** Subject to the provisions herein, if we are found liable for any act or omission for any reason whatsoever, our liability shall be limited to the amount of the relevant transaction or your direct and/or actual damages whichever is less. We shall not be liable to you for any indirect, special or consequential loss or damages arising in any way out of the use of SMS Banking.
7. **SECURITY.** We shall use reasonable effort to ensure that SMS Banking is secure and cannot be accessed by unauthorized third parties. However, we do not warrant the security or confidentiality of any information transmitted through any mobile phone service provider or the Merchant in any jurisdiction via SMS Banking. You acknowledge that the text message/SMS sent and received is not encrypted and shall include account information.

You are responsible for ensuring the security of your cellular phone or telecommunications equipment.

You shall notify us immediately upon receipt of any data or information which is not intended for you and you shall delete such data or information from your telecommunications equipment immediately.

8. **SETTLEMENT; RECORDS.** We shall not print or issue any advice or confirmation for any transaction conducted via SMS Banking Payments although any such transaction will be recorded in the monthly statement issued by us. The transaction details, account balances and other information as shown in your telecommunications equipment are for reference only. Those transaction details and account balances as recorded by us will be conclusive (for example, as to the type and amount of the transaction and the time and date it occurred).

We provide the SMS Banking SMS Banking service purely as a convenience to you for information purposes only. SMS Banking SMS does not constitute a record for the Account(s) to which it pertains.

9. INTELLECTUAL PROPERTY RIGHTS. You acknowledge that all proprietary rights relating to or in connection with SMS Banking and all updates thereof, including without limitation trademark, trade name, service mark, patent and copyright, shall at all times vest and remain vested in us.

### **Intellectual Property**

The Customer acknowledges and agrees that all the intellectual property rights in the software underlying any of the Banking Services as well as other Internet related software which are required for accessing Account are the legal property of the Bank or the respective vendors. The permission given by the Bank to access the Bank Accounts and utilize the Banking Services shall not convey any proprietary or ownership rights in the intellectual property of the software. The Customer shall not attempt to modify, translate, disassemble, de-compile or reverse engineer the above-mentioned software or copy the source code of the software or create any derivative product based on the software.

### **Extent Of Liability For Loss Or Damage:**

Bank will not be liable for any loss or damage to Customer as a result of making / not making the Net Banking Service available to Customer or as a result of loss due to Net Banking Service, including any direct, indirect, consequential or special loss. Following are the illustrative list (but not exhaustive) of circumstances in which Bank shall NOT be liable to Customer. When such loss or damage arises out of Technical Snag; any incompatibility between Customer's system and the Bank's system; any misuse of Customer's system by Customer or anyone else; any access to information about Customer's Accounts which is obtained by a third party as a result of Customer's using the Net Banking; loss/distortion of data during transmission, any loss / delay due to circumstances beyond our control, unavailability of Net Banking Services during normal operating hours.

### **Services Discontinued**

Bank may in its absolute discretion, terminate Net Banking Service by giving 15 (fifteen) days notice to the Customer, with/without assigning any reason. Bank shall not be liable for any consequences arising out of such unavailability of Services.

## **ALERTS**

### **Definitions**

- 'Alerts' mean messages sent to the Customer over electronic media, triggered by occurrence of certain events in respect of the Customer's account, services or otherwise.
- 'Alert Facility' shall mean the facility of sending Alerts provided by the Bank.
- 'Pre-Defined Events' shall mean the events, identified by the Bank from time to time, which will trigger the Alerts. These events can be in respect of the Customer's Account, Bank Services / Schemes or otherwise.
- 'Messages' means the information provided on Alerts.

### **Eligibility**

The Bank may at its sole discretion, without assigning any reason thereof, offer any or all its facilities to any or all of its Customers.

### **Customer Responsibility**

The Bank will send Alerts / account information on the mobile phone number and/or email ID as provided by the Customer. The Customer shall be solely responsible for the security of his mobile phone and email ID. The Customer shall be solely responsible for the consequences in case he fails to adhere to the above. The Customer must keep his mobile phone and email ID active to avail this facility. The Customer acknowledges that sending information by e-mail/mobile phone is not a secure medium and the Customer is aware of the risks involved. The Customer also acknowledges that the Customer has for the Customer's convenience and after being fully aware of, and having duly considered, the risks involved, requested and authorised the Bank to rely upon and act on Instructions which may from time to time be given by e-mail/mobile phone.

The Customer undertakes to provide accurate information wherever required and shall be responsible for the correctness of information provided by him to Bank at all times. The Bank shall not be liable for consequences arising out of erroneous information supplied by the Customer. If the Customer suspects that there is an error in the information supplied by Bank to him, he shall advise Bank as soon as possible. The Bank will endeavour to correct the error wherever possible on a best effort basis. The Customer shall be responsible for intimating the Bank any change in his mobile phone number and/or email ID on which he wants to receive the Alerts /Mobile Banking Services.

Transactions on Accounts will continue to be governed by existing prevalent Banking practice and Terms, Conditions & Rules for Accounts and Services as may be applicable. Further the terms and conditions as applicable to Phone Banking and Net Banking services shall, to the extent applicable, apply to Alerts Facility.

The Customer can apply for availing the Alerts Facility, as per his eligibility as decided by the Bank, and specify the events which will trigger the Alerts by a mode as may be notified by Bank from time to time. The Bank shall have the right to reject the application of any person without assigning any reasons.

### **Limitation of Liability**

The Customer agrees and acknowledges that Bank will provide Alerts Facility, on best effort basis, through a Service Provider. The Bank may decide to discontinue the Facility without any notice, temporarily or permanently, at its discretion.

While Bank and its Affiliates will take all reasonable efforts to ensure the accuracy and timeliness of the information supplied to the Customer, the Bank shall not be responsible or be held liable for the timeliness, completeness, accuracy and successful delivery or receipt of the Alerts / information or transaction requested or done via any channel. The Bank will not acknowledge receipt of any Instructions / information nor shall Bank be responsible to verify any Instructions/information given by the Customer while availing this facility. Bank and its Affiliates shall not be liable for non receipt / any inadvertent error, which results in the providing of inaccurate information. The Customer shall hold Bank harmless against any loss, damages etc. that may incurred / suffered by the Customer in case of receipt or if the information supplied to the Customer is incomplete or inaccurate and / or in connection with the use of the medium by the Customer.

The Bank shall endeavour to provide the Mobile Banking / Alerts Facility on a best effort basis and the Customer shall not hold Bank liable for non-availability of the Mobile Banking / Alert Facility or non-performance by service providers, if any, engaged by Bank or any loss

or damage caused to the Customer as a result of use of the Mobile Banking / Alert Facility (including but not limited to relying on the information received through Mobile Banking / Alerts by the Customer for his commercial, investment or business purposes) and for other causes which are not attributable to Bank. Bank shall not be liable in any manner to the Customer in connection with the use of the Alert Facility.

The Bank shall make all reasonable efforts to ensure that the Customer information is kept confidential. The Bank shall not be held responsible for the confidentiality, secrecy and security of the information sent through the Alert Facility. The Bank may provide any information or details relating to the Customer or to a third party to facilitate the providing of the Facility.

The Customer accepts that each Alert / information received / sent request may contain certain Account information relating to the Customer. The Customer authorizes Bank to send any information, though not specifically requested, if Bank deems that the same is relevant.

The Bank may, from time to time, change the features of Alert Facility and Customer eligibility for availing the same

The Bank may levy charges for providing the Alert Facility and may revise the same from time to time at its discretion.

### **Records**

The records available with the Bank pertaining to the Alert Facility shall be conclusive and binding on the Customer. The authority to record the Alert details is hereby expressly granted by the Customer to Bank.

### **Revocation of Service for Joint Accounts**

Services to Alert Services will be revoked only upon receiving a written request from all the account holders irrespective of the mode of operation

### **Online Payment Services**

1. I/We agree and accept the Online Payment Service provided by Ratnakar Bank Ltd. ("the Bank") at my/our request to carry out the Online Payment through Payment Gateway instructions on my/our account.
2. I/We have no objection whatsoever, to the Merchant / Service Provider providing billing details to the Bank.
3. I/We hereby acknowledge that I/we am/are utilising this service at my/our own risk. These risks would include the following risks:
  - 3.1 While the Bank will take all reasonable steps to ensure the accuracy of the payment details, the Bank is not liable for any error. I/We shall not hold the Bank responsible for any loss, damages, etc that may be incurred/suffered by me/us, if the information contained turns out to be inaccurate/incorrect.
  - 3.2 The technology for enabling the transfer of funds and the other services offered by the Bank could be affected by virus or other malicious, destructive or corrupting code, programme or macro. It may be possible that the site of the Bank may require maintenance and during such time it may not be possible to process the request of the customers. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. I/We understand that

the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by the Bank to honour any customer instruction for whatsoever reason.

4. I/We agree that the Bank shall assume no responsibility for:
  - 4.1 Transactions carried out under the service in good faith relying on my instructions.
  - 4.2 Not carrying out transactions where the Bank has reason to believe in its sole discretion that the instructions are not genuine or are otherwise unclear, improper, vague or doubtful.
  - 4.3 For the performance of any other entity involved in the process; and for any loss or damage incurred or suffered by me/us for any error, defect, failure or interruption of the service or consequences arising out of delayed payments.
  - 4.4. Any loss of damage arising or resulting from delay in transmission delivery or non-delivery of Electronic instructions or any mistake, omission or error in transmission or delivery thereof or in deciphering the instructions from any cause whatsoever or from its misinterpretation received or the action of the destination bank or any act or even beyond control.
5. Whilst utilising the Online Payment Service for making any payments for any goods purchased or any services obtained whether on-line or otherwise, I/we shall ensure that
  - 5.1 I/We have the full right and/or authority to access and avail the services obtained and the goods purchased and I/we shall observe and comply with the applicable laws and regulations in each jurisdiction in applicable territories.
  - 5.2 I/We shall provide the Bank with such information and/or assistance as is required by the Bank for the performance of the service and/or any other obligations of the Bank under this service.
6. I/We shall not at any time provide to any person, with any details of the accounts held by me/us with the Bank including the passwords, account number which may be assigned to me/us by the Bank from time to time.
7. I/We agree that any disputes on payment details will be settled directly with the Merchant and the Bank's responsibility is limited to provision of information only.
8. I/We agree that I/we will make the bill amount payments as required by the Merchant. I/We will not hold the Bank responsible for the Merchant rejecting the payment amount because of incorrect or incomplete entries.
9. I/We agree that the record of the instructions given and transaction with the Bank shall be the conclusive proof and binding for all purposes and can be used as evidence in any proceeding.
10. I/We agree that the Bank will not be held responsible for the delivery of goods and provision of services by him or the condition of the item when it is delivered or if the Merchant inadvertently delivers goods or services to some other customer. The Bank's role is restricted to provision of information and Payment Gateway Service only. All disputes regarding delivery/condition/quality of goods and services are to be taken up directly with the Merchant.
11. I/We agree that charges if any for the Online Payment Services will be at the sole discretion of the Bank and the Bank is at the liberty to vary the same from time to time, without giving any notice.
12. I/We agree that the Bank will be liable to reverse any debit to my/our account due to non - availability / non-delivery of goods/rejection of the goods / services or any other reason only upon my/our specific request made in this regard setting out the reason

- and on confirmation of the same by the Merchant / service provider. I / We shall not hold the Bank liable for any delay in reversing such debit entry(ies).
13. I/We agree not to use or permit the use of the Payment Gateway Service or any related services for any illegal or improper or unlawful purposes.
  14. I/We agree that if our account with the Bank is closed / blocked for any reason whatsoever, I/we shall settle the transaction directly with the Merchant.
  15. I/We confirm that in the event of any dispute with the Merchant, I/we shall not make the Bank a party to the dispute. All matters arising out of or in any way relating to this service shall be subject to Mumbai jurisdiction only.
  16. I/We acknowledge and agree that the Bank remains a mere facilitator for this service and that the Bank does not warrant or claim any responsibility for this service nor does the Bank endorse any such service and/or its standing or reputation whatsoever and the Bank is not liable for any deficient or bad services in any manner whatsoever and for any loss, whatsoever that I/we may suffer. The risk in this regard is entirely on me/us. I/we agree that the debits or credits to my/our NRI/PIO account are further subject to restrictions and limits as are specified for NRI/PIO operated accounts as also by the Bank and RBI.
  17. I/We agree that the Bank is at the liberty to withdraw at anytime the Online Payment Service, or any services there under, in respect of any or all or any of the accounts without assigning any reason whatsoever, without giving any notice.
  18. I/We agree that the Bank may also make additions/deletions to the service offered through any of its channels at its sole discretion.
  19. I/We may request for termination of the service any time by giving a written notice of at least "3" working days to the Bank. The termination shall take effect on the completion of the "3rd" working day. I/We will remain responsible for any transactions made through the service until the time of such termination. The Bank may withdraw or terminate the Online Payment Service anytime either entirely or with reference to a specific Merchant or user; or in case of breach of Terms by me/us without a prior notice; or if the Bank learns of my/our demise, bankruptcy or lack of legal capacity of the user or for any reason whatsoever.
  20. I / We understand and agree that I / We am / are not entitled to consolidate amounts available in my different bank accounts maintained with Bank for making payments against such transactions. Therefore at one given point of time I / we am /are entitled to use funds available in particular bank account which I / we have chosen for making payment against the transaction.
  21. I/We agree that by use of this Online Payment Service, I/we shall be deemed to have agreed to all the above terms and conditions and such terms and conditions shall be binding on me/us in the same manner as if I/we have agreed to the same in writing.
  22. These terms & conditions are to be read in conjunction with Terms and Conditions and Rules for Accounts and Services of the Bank.

### **Ratnakar BillPay (EBPP)**

Electronic Bill Presentment and Payment (**EBPP**) means 'service provided to the customers of The Ratnakar Bank Ltd. Ltd (**Bank**) enabling the payment of Utility Bills / donations / subscriptions /transfer of funds online through net banking against various purchases of utility products / services by the users, favouring various merchants / shoppers /service providers, with whom the Bank has entered into a Collection arrangement ("**Billing Company**")'

**“AutoPay”** means an automatic debit instruction to make payment for the Utility /Services used/ availed by the Customer for the entire amount or the amount specified by the Customer

**“ Due Date”** means the date on which the payment for the Utilities/Services becomes due as determined the Billing Company(ies)

**“Effective Date”** means 4 (four) days prior to the Due Date or the date specified by the Customer for effecting AutoPay.

**"Customer"** means a resident of India who is the sole or first holder of The Ratnakar Bank Ltd. Account, and who has accepted these Terms and Conditions.

**"Information/Instructions"** shall mean the information relating to and/or in respect of and/or pursuant to EBPP Services received by Bank from customer thereby authorizing Bank to register the Customer for EBPP services

**"Payment”** means the payments that the Customer is required to make for the Utilities / Services used / availed of / to be used / availed of by the Customer, which payment the Customer intends to make by using any of the EBPP Services through charge / debit to the Customer's Account.

**"Service Provider(s)"** shall mean any person appointed by Bank under a principal-to-principal contract to provide any service related to the EBPP Services and who also has a principal-to-principal contract for services with the relevant Billing Company in relation to Utilities/Services.

**"Terms and Conditions"** means these terms and conditions including any and all annexures, schedules, exhibits, appendices attached to it or incorporated by reference from time to time. Terms and Conditions are subject to change at the sole discretion of the Bank.

**"Utilities/Services"** shall mean the goods, utilities and services offered by Billing Company / Bank under the purview of EBPP, from time to time, either directly or through Service Provider(s), which the Customer may avail of and/or make Payment for, as the case may be.

**"Website"** means the website presently with the domain name <http://www.theratnakarbank.com> owned and controlled by the Bank.

On the Terms and Conditions herein contained, Bank offers EBPP Services to the Customer to enable the Customer to make Payments towards Utilities / Services and the customer authorizes the Bank upon receiving payment instructions from the customer to make payment of Utility Bills / donations / subscriptions / transfer of funds by debiting the customer's accounts.

1) The Customer shall furnish the required information as specified by the Billing Company and other essential data pertaining to the Bills so as to identify the same and confirm that information provided is/are in relation to the EBPP, and is/are owned/in the control of the Customer.

2) Bank shall be entitled to rely upon all Information/Instructions to Bank from the Customer and Bank shall not be obliged to verify or make further inquiry into the identity of the sender,

or the message or communication integrity or authenticity or correctness or accuracy of the information/instruction. The Customer shall in no circumstance dispute such reliance by Bank.

Customer agrees to provide correct identification/payment for AutoPay, the details as registered with the biller (i.e. the Billing Company). Customer also agrees to indemnify the Bank/Bill Pay Service Provider from any liability arising due to erroneous information given by him in this regard.

3) The Customer acknowledges that the information so furnished is subject to authentication by the Billing Company so as to register the user in its system, and this process may take anywhere from 5 – 45 working days. Customer understands that at times Billing Company(ies) does not/do not confirm if the application for registration has been honoured / attended and if the registration is successful / failed and the customer understands and acknowledges that the role of Bank is merely to facilitate the payment of the bills of the Customer once the registration is successful.

4) The Customer understands that though the payment towards utilities / services are made and account is debited towards such payment, the status of the payment may be displayed as 'pending' until the next billing cycle. Further Customer has the sole responsibility to update himself on the status of registration/payment made or attempted to be made and Bank has no obligation to inform / update the customer about the same.

5) The Customer undertakes to ensure that in case of AutoPay there would be sufficient clear funds in his accounts on the Effective Date for making payments towards utilities and services. The Customer also understands that the Bank shall not be held responsible or liable if it is unable give effect to AutoPay due to insufficient funds in the account on the Effective Date.

6) The Customer also understands that in case of AutoPay the Bank account number specified by him will be debited for the entire bill amount or upto the amount specified by the customer as the case maybe. Customer also understands that the payment instructions shall constitute an irrevocable and unconditional authority to debit the Customer's account and make the payment to the Billing Company.

7) Customer agrees that in case of any change in his identification details, like address, phone no. etc., it is his responsibility to register/inform the changes to the Bank immediately. Customer also agrees that any dispute on bill details or AutoPay will be settled directly by him with the Billing Company and further agrees that in no case whatsoever shall the Bank be made a party to any dispute/ litigation arising in this regard. Customer also understands that the Bank/Bill Pay Service Provider shall not be responsible or liable for not effecting the payment due to incomplete, inaccurate or delayed submission of details.

8) The Customer understands, agrees and confirms that Bank may, at its sole discretion, record in such mode and manner and retain and use in any manner for such period of time as deemed fit by Bank, any or all Information / Instructions received from the customer. The Customer further confirms and agrees that Information / Instructions as well as the data so stored may be used and relied upon by Bank as conclusive proof and binding for all purposes, may be given as evidence to any persons who may reasonably require the same, including to courts and regulators and government authorities, and to service providers of Bank and/or

relied upon in any legal proceedings. In the context of this clause, the Customer shall not hold the Utility/Service, the Service Provider or Bank liable in any way whatsoever in view of the EBPP Services being provided/offered at the request of the Customer.

9) The Customer acknowledges and confirms that the Customer does not have any objection whatsoever to the Billing Company providing the billing details and/or Information to the Bank for effecting the EBPP Services and Bank shall not be held liable for any loss or damage of any nature that the Customer may incur/suffer in the event such billing details and/or information turns out to be inaccurate/incorrect.

10) The Customer understand that if the bill amount exceeds the maximum limit set up by him for Auto Pay the Bank shall not make payments of such bills. In such case the payment can be done by either logging into his Net Banking or Calling up the Call Centre or visiting a The Ratnakar Bank Ltd. branch.

11) Customer hereby undertakes to verify the correctness of the bill amount and in the event if the bill amount exceeds the limit set for 'Auto Pay', the Bank will not be under obligation to inform the same to him

12) Bank does not warrant that Payment will not be delayed, including for reasons beyond its control. As the Instructions/Information would depend on various electronic technology used from time to time, there could be delays and snags in receipt / transmission of any Information/Instructions to and from Bank, the Customer, Billing Companies and/or Service Providers. Further, Bank does not warrant the receipt of Instructions/Information. Bank shall not be held liable or responsible for any failure or delay, whether directly or indirectly caused by any circumstances beyond the control of Bank, including, but not limited to, acts of God, systems and communications breakdowns, failures or disruptions, orders or restrictions, war or warlike conditions, hostilities, sanctions, mobilizations, blockades, embargoes, detentions, revolutions, riots, looting, strikes, stoppages of labour, lockouts or other labour troubles, earthquakes, fires or accidents. Bank shall not be liable or responsible to the Customer for any loss, damage whether direct or indirect, costs, charges or expenses, due to or occasioned by delay/inability, under any circumstances.

13) Bank may, at its discretion, not make a Payment and shall communicate such decision to the Customer as soon as practicable. Bank shall not be liable for loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.

14) In the event that the Customer makes a Payment by using EBPP and such payment is rejected or returned by the Billing Company for any reason whatsoever, Bank shall refund the amount of the Payment to the Customer by credit to the Bank Account, upon receipt of the same from the Billing Company, and shall not be liable for any late charges, penalty, loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.

15) Billing Companies may from time to time and in particular instances specify the date on which Payment is to be made and, notwithstanding any Instructions given by the Customer in this regard, Bank shall have the authority from the Customer to cause Payment only on the date specified by the Billing Company.

16) Bank reserves the right to, from time to time; limit the amount and frequency of Payments that a Customer may make by using EBPP.

17) Without prejudice to the generality of these Terms and Conditions, processing of all the Instructions is subject to the availability of free, clear and available funds in the Customer's Account, as the case may be. In the event of clear funds not being wholly available, Bank shall not process the Instructions and shall not make Payments. Bank shall not be liable for loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.

18) Bank neither endorses any of the Utilities/Services offered, nor makes any manner of recommendations and/or warranties, representations or assurances in respect of the same and/or Billing Company and Service Providers. Bank is not in any manner party to the contracts or agreements or understandings that may be executed and/or arrived at between the Customer and Billing Company and Billing Company and their Service Providers. Customer understands that the Billing Company shall be solely responsible to the Customer to render the Utilities/Services for which Payment is to be made under these Terms and Conditions and Bank shall not be responsible and liable for any deficiency or defect in the same including, but not limited to, delayed, deficient or defective quality, delivery, quantity etc., and shall not be made party to any disputes between the Customer and any Billing Company.. The Customer shall not hold Bank liable for any non-service, delayed service, faulty service or defective or damaged goods rendered by Billing Company and/or their Service Providers, and shall not contact, communicate in any manner whatsoever, with Bank in this regard.

19) Bank shall not be liable in contract, tort or otherwise for any direct, indirect or consequential loss or damage whatsoever sustained by the Customer by any direct or indirect use of or reliance on any electronic communication, orders or messages whether with or without the utilization of any security measures, including but not limited to any loss or damage resulting as a consequence of any defects, delays, interruptions, errors, inaccuracies or failures in various communications and Bank specifically excludes the same to the fullest extent permitted by law even if Bank shall have been advised in advance of the possibility of such damages.

20) The customer may cancel the registration at any time by de-registration of the Billing Company(ies). The customer shall remain responsible for any transactions made through the service until the time of such de-registration.

21) Bank reserves the right, but shall not be obliged, at any time, without any specific or prior notice to the Customer in this regard: suspend for any duration/terminate to make changes, enhancements, and/or modifications any or all of EBPP services offered by Bank.

22) Bank reserves the right to, from time to time at its sole discretion, but with prior intimation to the Customer, charge fees/modify the existing charges in consideration for the provision of any and/or all of the EBPP Services.

23) In consideration of Bank agreeing to provide to the Customer the facility of EBPP, the Customer hereby irrevocably agrees, to indemnify and keep Bank indemnified and harmless, at all times hereafter, from all losses, damages, costs, charges and consequences, legal fees and expenses, whatsoever, suffered or incurred by Bank on account of any claims, actions, suits or otherwise instituted by the Customer, or by any third party whatsoever, arising out of

or in connection with any and all transactions initiated by the use of the EBPP services, Instructions/Information, cancellations, messages and communication whether with or without the knowledge of the Customer, or whether the same have been initiated bona fide or otherwise. The Customer further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the Customer notwithstanding any withdrawal, either partially or in totality, of and from the facility of EBPP.

24) Without prejudice to any other provisions hereof, Bank shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the EBPP services and/or these Terms and Conditions.

25) To the extent not prohibited by applicable law, Bank shall be entitled to transfer any information relating to the Customer and/or any other information given by the Customer for utilization of the Services including any Information/Instructions, to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors and agents of Bank, Service Providers and other third parties selected by Bank, wherever situated, for confidential use in and in connection with the Bill Pay Services, and

26) The construction, validity and performance of these Terms and Conditions shall be governed in all respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the competent Courts at Mumbai, India which courts shall have jurisdiction in the matter to the exclusion of any other courts, irrespective of whether such other courts have similar jurisdiction in the matter.

27) The Customer acknowledges and confirms that the Customer has on the Website, read, and shall read as and when updated and/or posted, and has unconditionally accepted and will unconditionally accept and be bound by the Terms and Conditions.

These Terms and Conditions shall be in addition to and not in derogation of the terms and conditions applicable to other services offered by the Bank.