



## **Tirupati Urban Co-operative Bank Limited: General Terms & Conditions**

This document lays out the Terms and Conditions which shall be applicable to all the accounts which are existing or may be opened anytime in future with Tirupati Urban Co-operative Bank Limited. The words, I, me, my and Customer refer to the person(s) who open the account and shall include both singular and plural. Reference to masculine shall include the feminine and neuter gender. The Bank refers to Tirupati Urban Co-operative Bank Limited, an urban co-operative bank under second schedule of Reserve Bank of India Act 1934, and a small finance bank under Section 22 of Banking Regulation Act 1949 and having its registered office at 172, Shradhanandpeth, South Ambazari Road, Nagpur- 440010

### **1. GENERAL - APPLICABLE TO ALL SERVICES**

I agree to abide by the Bank's Terms and Conditions and rules in force and the changes thereto in Terms and Conditions from time to time relating to my account as communicated and made available on the Bank's website.

I agree that the opening and maintenance of the account is subject to rules and regulations introduced or amended from time to time by the Reserve Bank of India.

I agree that the bank before opening any deposit account, will carry out a due diligence as required under Know Your Customer guidelines of the bank. I would be required to submit necessary documents or proofs, such as identity, address, photograph and any such information to meet with KYC, AML or other statutory/regulatory requirements.

Further, after the account is opened, in compliance with the extant regulatory guidelines, I agree to submit the above documents again at periodic intervals, as may be required by the Bank.

I agree that the Bank may, at its discretion, engage the services of Business Facilitators (hereinafter referred to as "BF") and Business Correspondents (hereinafter referred to as "BC") for extension of banking and financial services so as to ensure greater financial inclusion and increasing the outreach of the banking sector. The Bank, however, shall be responsible for the acts and omission of such BC and BF.

I agree that, under normal circumstances, the bank has the liberty to close my account at any time by giving me at least 30 days' notice. However, in case of improper conduct of accounts such as non-maintenance of required balance or high number of cheque returns, the Bank reserves the right to close my account without giving any prior notice.

I agree that the Bank can at its sole discretion, amend any of the services/facilities given in my account either wholly or partially at any time by giving me at least 30 days' notice and/or provide an option to me to switch to other services/facilities.



I agree that any change in my account status or change of address will be immediately informed to the Bank failing which I shall be responsible for any non-receipt of communication/deliverables or the same being delivered at my old address.

I agree that all instructions relating to my account will be issued to the Bank as per acceptable mode of communication to the Bank.

I agree to preserve my Cheque Book/Debit Card carefully. In case of loss/theft of the same I shall immediately inform the Bank in writing.

I agree that I will maintain the minimum/average balance in my account as prescribed by the Bank from time to time.

I agree that I shall be liable to pay all charges, fees, interest, and costs wherever applicable, which the Bank may levy with respect to my account or any transaction or services rendered and the same may be recovered by the Bank by a debit to my account. I agree and acknowledge that in case of non-availability of adequate funds the charges will be debited to the account over a period of time till the entire amount is recovered.

The Bank reserves the right to refuse Chequebooks, Adhoc Statements, Phone Banking TINs, Net Banking IPINs, Debit/ATM Cards & PINs to the customer, in case the Average Monthly/ Quarterly Balance in the account is not maintained.

I agree that I shall not pay amount exceeding of Rs. 10,000 in cash to any Sales Representative of the Bank at the time of opening an account and not pay any amount for carrying out any transaction in the normal course of the business. For transactions, I agree to deposit cash only at the Bank's teller counters at the branch premises. For account opening also I shall pay the initial amount to the Sales Representative only after due diligence of employment and receipt.

I agree to execute necessary writings in the form and manner as may be required by the Bank in order to execute my Fax instructions to the Bank.

I agree that the Bank will send me communications/letters etc. through courier/messenger/mail or through any other mode at its discretion and the Bank shall not be liable for any delay arising there from.

I agree and acknowledge that in the absence of my specific instructions to personally collect from the Branch, the cheque books, Net Banking PINs, Debit/ATM Cards & PINs will be dispatched by courier/messenger/mail or through any other mode by the Bank at its discretion to the address notified by me for correspondence.

I agree that the Bank will, unless requested by me in writing to the contrary, issue cheque book on the opening of my account. Further issue of cheque books will be only against written requisition by me or through ATM, Phone Banking or Net Banking or any other channel as made available by bank from time to time.

I agree that an account may be opened on behalf of a Minor by his natural guardian or by a guardian appointed by a court of Competent Jurisdiction. The guardian shall represent the Minor in all transactions of any description in the above account until the said Minor attains



majority. Upon the Minor attaining majority, the right of the guardian to operate the account shall cease. The guardian agrees to indemnify the Bank against the claim of above Minor for any withdrawal/transactions made by him in the Minor's account.

I agree and undertake to ensure that there would be sufficient funds/cleared balance/pre-arranged credit facilities in my account for effecting transactions. I agree that the Bank shall not be liable for any consequences arising out of non-compliance by the Bank of my instructions due to inadequacy of funds and the Bank can at its sole discretion decide to carry out the instructions notwithstanding the inadequacy of funds without prior approval from or notice to me and I shall be liable to repay with interest the resulting advance, overdraft or credit thereby created and all related charges arising thereby at prime lending rate applicable from time to time. I agree that frequent dishonour of cheques or high value cheque returns due to insufficient funds may lead to discontinuation of cheque books / closure of bank account.

Nomination Facility is available for accounts. Customer can include nomination or can change/modify existing nomination details in the account during his/her lifetime. In case of joint accounts, authorization from all the account holders is necessary for any alteration to nomination details. Nomination can be done in favour of only one individual. If the nominee is minor, then another major individual should be appointed to receive the amount in case of claim during the minority of the nominee. Nominee has the right to receive the applicable payment from the bank only on the death of the account holder in sole individual account or all account holders in case of joint account.

I agree that in the event of an account being overdrawn, the Bank reserves the right to set off this amount against any credit lying in any of my accounts.

I agree that the Bank shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non-availability of any of services/facilities due to technical fault/error or any failure in telecommunication network or any error in any software or hardware systems beyond the control of the Bank.

I agree that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of:

- i. For participation in any telecommunication or electronic clearing network
- ii. In compliance with a legal directive
- iii. For credit rating by recognized credit rating agencies
- iv. For fraud prevention purposes
- v. To credit information bureaus.

I give consent to the Bank to update my Aadhaar number in its records, basis information received by it through any external source/agencies, including government agencies. I also give consent to the Bank to disclose my Aadhaar number, as well as other related information, not restricted to the linked account number, to external institution(s) and/or regulatory body/bodies and/or statutory body/bodies and/or any other agent/s and/or vendor/s



and/or contractors with whom the Bank enters, or has entered into any arrangement, in connection with providing of services / products.

Further, I agree that the Bank may use Aadhaar based transaction and/or authentication mechanism/system, either through biometric means or any other means deemed suitable by the Bank, as applicable and possible.

I give consent to the Bank to disclose information provided in the account opening form for the purpose of cross selling by any other marketing agent/s and/or contractors with whom the Bank enters, or has entered into any arrangement, in connection with providing of services/products, including without limitation, cross selling of various financial products. The Bank will have to always check before any cross-sell attempt whether or not I have registered for 'Do Not Call' facility.

Disclosure of Information to CIC:

I understand that as a pre-condition, relating to grant of the loans/ advances/ other fund-based and non-fund-based credit facilities to me, the Bank, requires my consent for the disclosure by the Bank of information and data relating to me, of the credit facility availed of/to be availed, by me, obligations assumed/ to be assumed, by me, in relation thereto and default, if any, committed by me, in discharge thereof. Accordingly, I, hereby agree and give consent for the disclosure by the Bank of all or any such,

- i. information and data relating to me
- ii. the information or data relating to any credit facility availed of/ to be availed, by me, and
- iii. Default, if any, committed by me in discharge of my such obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorised in this behalf by RBI. I, declare that the information and data furnished by me to the Bank are true and correct.

I, undertake that:

- i. The Credit Information Companies and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
- ii. The Credit Information Companies and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

Force Majeure:

The Bank shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of the Bank to perform any of its obligations under these Terms and Conditions or those applicable specifically to its services/facilities if performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure event continues.



"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Bank, including without limitations, unavailability of any communication systems, breach, or virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, acts of god, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc.

#### Indemnity:

I agree that I shall indemnify and hold 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 of the services or due to any negligence/mistake/misconduct on my part or breach or non-compliance by me of any of the Terms and Conditions relating to any of the services or by reason of the Bank in good faith taking or refusing to take action on any instruction given by me.

#### Right of Lien/Set off:

I hereby grant and confirm the existence of the right of lien and set-off with the Bank, which the Bank may at any time without prejudice to any of its specific rights under any other agreements with me, at its sole discretion and without notice to me utilize to appropriate any moneys belonging to me and lying/deposited with the Bank or due by the Bank to me, towards any of the Bank's dues and outstanding under or in respect of a loan facility, including any charges/fees/dues payable under these Terms and Conditions..

#### Miscellaneous:

Failure to enforce any rights conferred by these Terms and Conditions or any law shall not be deemed to be a waiver of any such rights or operate so as to the exercise or enforcement thereof at any subsequent time.

#### Governing Law:

All claims, matters and disputes are subject to the exclusive jurisdiction of the competent courts in Nagpur only. These Terms and Conditions and/or the operations in the accounts of the customer maintained by the Bank and/or the use of the services provided by the Bank shall be governed by the laws of the Republic of India and no other nation. The customer and the Bank agree to submit to the exclusive Jurisdiction of the Courts located in Nagpur, India as regards any claims or matters arising under these Terms and Conditions. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India.

Should I have any complaint relating to the features of any of the products/services of the Bank that I hold/avail of, I am aware that I can approach the Grievance Redressal Cell within the Bank at [grievance.redressal@aubank.in](mailto:grievance.redressal@aubank.in) for a resolution and that I can refer to the Grievance Redressal Policy of the Bank which shall be displayed on its website/ branches



In case there are no transactions initiated by me / us in the account for a continuous period of two years for Savings Account and Current Account (excludes system generated transactions like credit interest, debit interest), I / We agree that the account would be treated as a 'Dormant' Account by the Bank. I/We agree that the account status would change to 'Active' only on my/our (all joint holders) written instruction in this regard and by initiating a transaction by me / us at the branch. I/We understand that until the account status is 'Dormant', transactions through Direct Banking Channels like ATM, Debit Cards, Net Banking, Phone-banking may not be allowed by the Bank.

I/We agree that, in case I/we have issued single cheque/instruction, for debit to my/our account, for issuing more than one Demand Draft/Pay-order, then the same will reflect as multiple debit entries in my/our account.

Bank shall be entitled at its discretion to engage/avail of, at the risk and cost of the customer, services of any person/third party service provider/agent/agency, for anything required to be done for/in relation to/pursuant to any of the products/services offered, including collections, recovery of dues, enforcement of security, getting or verifying any information of the customer/assets, and any necessary or incidental lawful acts/deeds/matters and things connected thereto, as the Bank may deem fit.

The Bank shall have the right to not return the application, the photographs, information and documents submitted by the customer. The Bank shall, without notice to or without any consent of the customer, be absolutely entitled and have full right, power and authority to make disclosure of any information relating to customer including personal information, details in relation to documents, products/services offered, defaults, security, obligations of customer, to the Credit Information Bureau of India (CIBIL) and/or any other governmental/regulatory/statutory or private agency/entity, credit bureau, RBI, the Bank's other branches/subsidiaries/affiliates/rating agencies, service providers, other banks/financial institutions, any third parties, any assignees/potential assignees of transferees, who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/Bank/RBI, including publishing the name as part of wilful defaulter's list from time to time, as also use for KYC information verification, credit risk analysis, or for other related purposes. In this connection, the customer waives the privilege of privacy and privacy of contract. The Bank shall have the right, without notice to or without any consent of the customer, to approach, make enquiries, obtain information, from any person including other banks/finance entities/credit bureaus, customer's employer/family members, any other person related to the customer, to obtain any information for assessing track record, credit risk, or for establishing contact with the customer or for the purpose of recovery of dues from the customer.

In case any personal information or sensitive information is collected by the Bank, the same shall be dealt with in accordance with the privacy policy of the Bank which is available on the website of the Bank at [www.aubank.in](http://www.aubank.in)

Bank reserves the right to record telephonic conversations with customers for quality control purposes.



Notwithstanding the documentation and account opening form provided, the bank reserves the right to accept / reject your application. The Bank's decision in this regard would be final.

Any loans/facilities, other banking products, may be made available through the internet banking platform or any similar platform of the Bank (platforms through which the customer/borrower can access/monitor the account by use of the customer/log-in id and password) and the Bank may use such platform for providing the customers/borrowers the facility to complete online application as well as enter into/make the loan documents online. Every usage and operation of the internet banking or any such other platform using such customer id and password, including in cases of online loan processes from time to time, should be deemed to be usage and operation personally by the customer/borrower himself and in physically and mentally stable state notwithstanding any loss, theft, hacking etc. of the password; and that the Bank shall not be required to check the identity of the person operating the internet banking account at any point of time or his mental or physical stability.

I hereby give my consent to Tirupati Urban Co-operative Bank, to obtain my Aadhaar number, Name and Fingerprint/Iris for authentication with UIDAI. Tirupati Urban Co-operative Bank has informed me that my identity information would only be used for KYC and also informed that my biometrics will not be stored / shared and will be submitted to CIDR only for the purpose of authentication.

I submit my Aadhaar number and voluntarily give my consent to:

- i. Seed my Aadhaar/UID number issued by the UIDAI, Government of India in my name with my aforesaid account.
- ii. Map it at NPCI to enable me to receive Direct Benefit Transfer (DBT) from Government of India in my above account. I understand that if more than one Benefit transfer is due to me, I will receive all Benefit Transfers in this account.
- iii. Use my Aadhaar details to authenticate me from UIDAI.
- iv. Use my mobile number registered in Bank records for sending SMS alerts to me. I have been given to understand that my information submitted to the bank herewith shall not be used for any purpose other than mentioned above, or as per requirements of law.

I / We hereby authorize and give consent to the Bank (i) to view / collect / download my /our Annual Tax Credit Statement / Form 26 AS / TDS Certificate from TDS Reconciliation Analysis and Correction enabling system- the website of Income Tax Department/ NSDL/any other website by using my/our Permanent Account Number, Date of Birth and other demographic details available with the Bank and (ii) to disclose, without notice to me/us, information / data furnished by me/us in the application form(s)/related documents executed/to be executed or collected by the Bank now or hereafter in relation to the facilities availed by me/us from the Bank from time to time, to the Bank's other Branches/subsidiaries/affiliates/credit bureaus/Rating Agencies, Service Providers, banks/financial institutions, governmental/regulatory authorities or third parties for information verification, credit risk analysis or for other related purpose that the Bank may



deem fit . I /We acknowledge the exercise of authority by the bank is for my/our benefit and service, accordingly I/We waive the privilege of privacy and privity of contract.

I / We understand that my/our personal details / credentials in all the existing relationships (if any) with Tirupati Urban Co-operative Bank Limited are updated as per the information provided by me/us in the latest account opening form”

## **2. SAVINGS ACCOUNTS**

### **Salary Accounts**

Reversal of Salary Credits: I hereby irrevocably and unconditionally authorise the Bank to on the request of my employer/company recover by marking hold funds/debiting/reversal of credit, any excess amount credited by and/or on the instructions of the employer/company into my account, with notice to me. The Bank will not be held responsible and liable for any such hold funds/debit/reversal of credit carried out by the Bank.

I acknowledge that my account has been opened with the Bank by virtue of my employment with the employer/company and is designated as "Salary Account". I understand that pursuant to the arrangement between the employer/company and the Bank, at the sole discretion of the Bank I may be entitled to certain facilities on the Salary Account only during the currency of my employment with the employer/company or till the subsistence of the arrangement between the employer/company and the Bank. I shall notify the Bank on cessation of services with the employer/company. The words "the employer/company" refers to the corporate in which I am employed and on whose request the Salary Account is opened with the Bank.

I understand and acknowledge that the special facilities offered on Salary Account are basis agreement of regular salary credit between the employer/company and the Bank.

I understand and acknowledge that the name of the account holder is not tallied with the account number before crediting salary in the respective accounts as provided by my employer/company.

I understand and acknowledge that the responsibility of providing the correct account number for crediting of salaries will lie solely with my employer/company and i shall not hold the bank responsible for any wrong credit arising out of such incorrect account number provided by my employer/company.

I hereby agree that in the event of no salary credits in my Salary Account for any continuous three months, the Bank reserves the right to change the status of Salary Account to Savings Regular Account without any intimation to the account holder/me and the Terms





& Conditions as applicable to the Savings Account shall apply to this account from the date of change of status. The Terms & Conditions and features applicable to Savings Accounts are published on the website of the Bank.

I hereby agree that the Bank may at its sole and absolute discretion close the Salary Account if noticed that no amounts are credited by and/or on the instructions of the employer/company to the Salary Account regularly or in the event of my ceasing to be in the services of the employer/company for any reason whatsoever after giving me a notice of 30 days.

I agree that any modification to the mode of operation in my account can be effected by the Bank with the consent of all joint holders to my account. I acknowledge that the Bank will not be entertaining any request for modification received without consent of all joint holders to my account. I further agree and acknowledge that till such time the Bank shall continue to honour the instructions in accordance with the mode of operation agreed at the time of opening the account.

I agree that in the event my Employer instructs Tirupati Urban Co-operative Bank to reverse any deposit made by the Employer in my Salary Account within three (3) working days from the date of such deposit, Tirupati Urban Co-operative Bank shall act upon such instruction and I will not dispute or hold the bank responsible for any such debits in the customer's account. For this purpose, the entity/organization from whom the previous salary credit has been received in the account shall be considered as the employer. Tirupati Urban Co-operative Bank shall however not be liable in any manner whatsoever for having acted upon the aforesaid instruction of the Employer.

Additional benefit for Savings Account Customer (excluding BSBDA) - Personal Accidental Death Cover (PADC)

The following are the broad Terms & Conditions of the captioned cover

- Accidental Death resulting from bodily injury due accident only
- Accidental Death resulting from bodily injury which directly and independently of all other causes results in Death within twelve (12) months of the event date
- On the event date, the account holder
  - Is holding a Savings Account (applicable products) with Tirupati Urban Co-operative Bank
  - Should have carried out at least one purchase transaction using the Debit Card, within 3 months prior to the date of loss
  - In case of Air Accidental Death claim ticket should have been purchased using Debit Card linked to Savings Account
- Cover provided only to the primary account holder

Claim Procedure:



- In the event of death of the account holder, the beneficiary to approach the account branch, and the branch would guide the customer on the documents required.
- On the receipt of these documents by the branch, as special gesture for our savings account holders, Tirupati Urban Co-operative bank would liaise with the insurance company for processing the claim. However, receipt of the documents by the branch does not construe acceptance of claim. In the event of death, the beneficiary has to inform the account branch immediately. As per policy the insurance company needs to be informed (through the bank) within 30 days of accident and all supporting documents relating to the claim needs to be submitted to the insurance company within sixty (60) days from the date of loss.

Disclaimer:

- The account holder specifically acknowledges that the Bank will not be liable in any manner whatsoever by virtue of any insurance cover provided, and that the insurance company will be solely liable, in case of a death of a Cardholder and shall not hold the Bank responsible for any matter arising out of or in connection with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the Insurance company.
- The account holder further acknowledges that the insurance cover so provided will be available to the savings accounts only as per the terms of the relevant insurance policy in force, with his account maintained in good standing. On the account being closed or converted to other account temporarily or permanently for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of cesser of account. Further the account holder also agrees that even during continuation of his account, the Bank may at any time suspend, withdraw or cancel the benefit of such insurance cover, and there will no binding obligation on the Bank to continue this benefit.
- Insurance company can be subject to change and insurance cover is subject to the terms and conditions of the policy in force

Minor Account

An account may be opened on behalf of a Minor by his/her natural guardian or by a guardian appointed by a court of competent jurisdiction. The guardian shall represent the Minor in all transactions of any 1 description in the above account until the said Minor attains majority. Upon the Minor attaining majority, the right of the guardian to operate the account shall cease.

The guardian agrees that the Minor's account will not be entitled to any overdraft or any borrowing facility whatsoever.

If for any reason there is inadequate balance or the Minor's account is overdrawn, the Bank shall be entitled to dishonour any cheques drawn on the said account without being liable for any consequences arising there from.



The guardian agrees that on issue of ATM/Debit Card all the Terms and Conditions as applicable to ATM/Debit Card and its usage mentioned herein shall apply.

The guardian agrees and acknowledges that the withdrawal by the Minor, including through use of ATM/Debit Card, attach no liability to the Minor personally on account of Minority. Accordingly, the whole of such liability is assumed by the guardian and shall be discharged by the guardian alone. The guardian shall be fully bound by all debits to the Minor's account including through use of ATM/Debit Cards.

The guardian agrees that the Bank shall be entitled to debit any of his/her accounts to recover all charges, fees, interests, costs or any amounts overdrawn from the Minor's account.

The guardian agrees to indemnify the Bank against all actions, claims, demands, proceedings, damages, losses, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of opening and operation of the Minor's account including withdrawals/transactions through use of ATM/Debit Card and further against all and any claims of the Minor for any withdrawal/transactions made by the guardian in the Minor's account.

"Basic Savings Bank Deposit Account:"

I understand that, as per regulatory guidelines, holders of Basic Savings Bank Deposit Account are not eligible to open any other savings account in Tirupati Urban Co-operative Bank

Thus, I agree that if I have any other existing savings account(s) with Tirupati Urban Co-operative Bank, then I am required to close such other savings account(s) within 30 days of opening the Basic Savings Bank Deposit Account

I accept that the Bank reserves the right to close the other savings account(s) (if any), as applicable under the regulatory guidelines, if such account(s) is/are not closed by me within 30 days of opening the Basic Savings Bank Deposit Account

Any resident individual and do not have complete KYC is eligible to open a BSBDA Small Account. To be more specific, a residential individual who does not have:

- Photo ID proof as per the bank's acceptable list of documents.
- Address proof as per the bank's acceptable list of documents.

Listed below are the criteria required to operate a BSBDA Small Account :

As a BSBDA Small Account holder I would be subject to the following transactional limits:

- The total balance in the BSDBA Small account should not exceed Rs. 50,000 at any point of time OR
- The total credits in the BSDBA Small account should not exceed Rs. 1,00,000 in a year OR
- The total withdrawals and transfers in the BSDBA Small account should not exceed Rs. 10,000 in a month
- If the balance in the account exceeds Rs. 50,000, no further credit transactions will be permitted the Small account till such time the balance goes below Rs. 50,000

- If the aggregate of credits in a financial year exceeds Rs. 1,00,000 no further credit transactions will be permitted in the Small account till the end of that financial year.
- If the withdrawals and transfers exceeds Rs. 10,000 no further debit transactions will be permitted in the Small account till the end of that calendar month

As a BSBDA Small Account holder I am required to submit to Tirupati Urban Co-operative Bank:

- An evidence of having applied for valid KYC (as per the acceptable list of KYC specified for BSBDA Small Accounts) within 12 months of account opening
- Actual KYC (ID proof, Address proof and Photograph) as per the Bank's acceptable list of KYC within 24 months of account opening

I understand that, holders of BSBDA - Small Account are not eligible to open any other Current Account / Savings Account / Fixed Deposit / Recurring Deposit in Tirupati Urban Co-operative Bank till such time I am KYC compliant

I accept that the Bank reserves the right to close the other current, savings, term deposit account(s) (if any), if such account(s) is/are not closed by me within 7 days of opening the BSBDA Small Account

Senior Citizen Account:

A customised product for Senior Citizens is available and is offered to citizens above the age of 60 years

Women's Account

A customised product for Women's is offered to Women customers above the age of 18 years.

Upgrade & Downgrade of packages: I understand that accounts (where applicable) will be periodically reviewed for a period of two calendar quarters (rolling) excluding the account opening calendar quarter for average half yearly balance i.e average balance of 180 days. For accounts meeting/not meeting the defined thresholds the linked package will be upgraded / downgraded respectively. The Schedule of Charges applicable for respective package will be applicable post upgrade / downgrade. Bank will ensure due customer communication on same via email / SMS. The thresholds for upgrade / downgrade will be displayed on website under schedule of charges respectively.

The Bank offers the facility of Doorstep services such as pick up of cash and instruments against receipt, delivery of demand drafts, submission of Know Your Customer (KYC) documents etc. to senior citizens of more than 70 years of age and the differently abled.

Savings Bank Accounts cannot be opened for business purposes as per RBI directives and hence Savings Bank account should be used to route transactions of only non-business / non-commercial nature. In the event of occurrence of such transactions or any other such transactions that may be construed as dubious or undesirable, the Bank reserves the right to unilaterally freeze operations in such accounts.



#### Royale Savings Account:

A customised product for High Net worth Individuals is available and is offered to all Resident Indians.

As part of this program a customer agree that the bank at its discretion in case of this account variants/segments may offer the facility of account grouping. Under this functionality the number of accounts and relationships whose accounts can be linked will be at the discretion of the bank once consent is given the primary accountholder.

The account benefit of combined Average Balance will be calculated across the accounts linked in the group. Apart from Average Balance the respective benefits/charges of each individual account will continue on the individual accounts itself.

The benefit of combined Average Balance will continue till the existence of the account grouping. If the account of primary account holder is closed, then the combined Average Balance will cease to exist and individual balances will need to be maintained.

All accounts will get enrolled for respective account segments of the customer is enabled as part of a group.

A single customer can only be a part of a single account group.

In case of group/account of a particular group being closed the closure of the group maybe done by the bank.

The customer agrees that as part of the segment bank may offer cashback/loyalty points/milestone rewards. The cash back/loyalty points/milestone rewards will be credited to customers accounts within a period of 60 days from the end of month in which transactions are done. The bank has the right to change the program at any time basis their discretion. The bank may also exclude certain transactions or transactions at certain Merchant Categories from this program for cash back/loyalty points. Tirupati Urban Co-operative Bank Employees will not be eligible for these benefits with their Royale Account.

The responsibility to update my communication details (Email, Mobile, Address) lies on the customer. In case due to non updation of the same any information does not reach me then the bank would not be held responsible for the same.

Upgrade & Downgrade of segment: The accounts/segment (where applicable) will be periodically reviewed for a period of two calendar quarters (rolling) excluding the account opening calendar quarter for average half yearly balance i.e. average balance of 180 days. For accounts & segments meeting/not meeting the defined thresholds the linked package will be upgraded / downgraded respectively. The Schedule of Charges applicable for respective package will be applicable post upgrade / downgrade. Bank will ensure due customer communication on same via email/SMS. The thresholds for



upgrade/downgrade will be displayed on website under schedule of charges respectively.

NRI (NRE / NRO) Savings Account:

2.11.1

### 3. CURRENT ACCOUNTS

The KYC norms of the Reserve Bank of India to be followed for opening of an Account. Current Accounts (C/As) can be opened by individuals, proprietorship, partnership firms, LLP, private and public limited companies, HUFs/ specified associations, societies, trusts etc.

No interest shall be payable on the balance maintained in the Current Account as per directives of Reserve Bank of India.

I understand that as per extant Reserve Bank of India guidelines, opening of any current account requires declaration of existing credit facilities with any of the Bank's branches or any other bank. I shall declare details of any such Credit facilities enjoyed with any Bank in the Account Opening Form, as per the required format therein. I undertake to obtain the requisite No Objection Certificate/s from such Bank/s and hand it/them over to you before the account gets opened.

I agree to immediately repay to the Bank on demand, unconditionally, the amounts of overdrafts that the Bank may grant to me from time to time, together with interest accrued thereon. I agree that this does not imply that the Bank is bound to grant me any credit facility whatsoever. I agree that in the event of an account being overdrawn, the Bank reserves the right to set off this amount against any credit lying in any of my other accounts.

While undertaking international transactions (trade or remittance), the Bank shall be bound by the rules and regulations, notifications under the Foreign Exchange Management Act, Prevention of Money Laundering Act and the guidelines issued by the Reserve Bank of India from time to time. The Bank will not be liable for any direct / indirect charges that arises on account of any action or inaction on the part of the correspondent Bank. The Customer shall solely be responsible for ensuring full compliance with all the all the FEMA rules, regulations or notifications thereunder, applicable laws and regulations.

Upgrade & Downgrade of packages: I understand that accounts (where applicable) will be periodically reviewed for a period of two calendar quarters (rolling) excluding the account opening calendar quarter for average half yearly balance i.e. average balance of 180 days. For accounts meeting/not meeting the defined thresholds the linked package will be upgraded/ downgraded respectively. The Schedule of Charges applicable for respective package will be applicable post upgrade / downgrade. Bank will ensure due customer communication on same via email / SMS. The thresholds for upgrade / downgrade will be displayed on website under schedule of charges respectively.



The Bank offers the facility of Doorstep services such as pick up of cash and instruments against receipt, delivery of demand drafts, submission of Know Your Customer (KYC) documents etc. to senior citizens of more than 70 years of age and the differently abled.

#### **4. FIXED DEPOSITS**

I agree to the Bank issuing certificate in the prescribed form for tax deducted at source on interest on Fixed Deposits, after the end of every calendar quarter

I agree that on maturity of my Fixed Deposit, in absence of my written instructions on disposal, the Bank reserves the right at its discretion to renew the deposit along with accrued interest thereon at prevailing rates of interest for a similar tenor of the deposit which has matured.

I agree that in case of premature withdrawal of my fixed deposit based on my instructions or the instructions of all the joint depositors in the case of joint deposit, the bank shall have the right to recover interest already paid or the penalty, if any, from the proceeds of the fixed deposit in accordance with prevailing regulations of the bank and the Reserve Bank of India.

I agree that the bank will pay the Fixed Deposit amount either on maturity or on premature withdrawal at any branch irrespective of the branch where the deposit is booked.

I agree that the bank will prematurely pay the Fixed Deposit amount (based on my instructions or the instructions of all the joint depositors in the case of joint deposit) only if the premature withdrawal facility has been opted at the time of placing the fixed deposit with the Bank. If a fixed deposit has been placed without the premature withdrawal facility being opted or the premature withdrawal facility is not opted for or a fixed deposit which is not offering the premature withdrawal facility is placed by me/us, I agree that the concerned fixed deposit will be paid back by the Bank, along with the interest as applicable, only upon maturity of the fixed deposit

I am aware that Tirupati Urban Co-operative Bank computes interest on its Domestic, NRO & NRE deposit accounts based on the actual number of days in a year (i.e. 366 days in a leap year and 365 days in a non-leap year).

In case of Domestic & NRO deposits no interest will be paid if the deposit is liquidated within 7 days of the date of booking.

In case of NRE deposit no interest will be paid if the NRE Deposit is liquidated before the completion of 1 year from the date of booking.

As per the Terms & Conditions of Fixed Deposit Accounts of the bank, the penalty on premature closure of Fixed Deposits including sweep-in and partial closures will be applied at defined rates communicated at the time of booking of deposit.

In the event of the death of one of the joint account holders, the right to the deposit proceeds does not automatically devolve on the surviving joint deposit account holder, unless there is a survivorship clause.



I/we agree that in case of joint Fixed Deposits with a survivorship clause, the Bank shall be discharged by paying the Fixed Deposit proceeds prematurely to survivor/s, on request, in the event of death of one or more Joint Depositor.

In the event of the death of the depositor, premature liquidation of the term deposit/s will be allowed. Such premature liquidation will not attract any penal charges.

I am aware that the interest rate applicable for premature closure of deposits (all amounts) will be lower of: the base rate for the original/contracted tenure for which the deposit has been booked OR the base rate applicable for the tenure for which the deposit has been in force with the Bank. The base rate is the rate applicable to deposits of less than Rs.1 crore as on the date of booking the deposit.

The Bank has statutory obligation to deduct tax at source if the total interest paid/ payable on all term deposits held by a person exceeds the amount specified under the Income Tax Act. The Bank will issue a tax deduction certificate (TDS Certificate) for the amount of tax deducted. The depositor, if entitled to exemption from TDS can submit application declaration in the prescribed format (Form 15G/ Form 15H/ Exemption Certificate) at the beginning of every financial year, failing which Bank shall proceed to deduct the taxes as applicable.

Senior Citizens and Employees of Tirupati Urban Co-operative Bank will be offered differential interest rate on retail Fixed Deposits .

The bank's digital/minimum KYC Savings account customers (AU ABHI account) will be allowed to book deposits ("FD") totalling to INR 1 lakh for a tenor of their choice. The customer will need to complete his/her Full KYC within a period of 1 year from the date of account opening. In case the customer does not complete his Full KYC within the period of 1 year (since date of account opening), then the FD would be prematurely broken on completion of this one-year period and returned to the customer. Any charges so applicable for premature breaking of FD would be payable the customer and can be deducted from the FD amount by the Bank.

In the event, amount of tax to be deducted ("TDS") as per the statutory requirement of section 194 of the Income Tax Act, 1961 is more than amount of interest available for deduction (for eg. the date on which total interest amount of the customer exceeds threshold limit mentioned in section 194A of Income tax Act, 1961 then TDS amount to be withheld may fall short of interest amount being paid/compounded on that date), then the Bank is entitled to deduct the TDS, without there being any need of any prior notice or demand, for depositing into government exchequer, either from another account of the customer with the Bank and/or from the principal amount of term deposit itself and for that purpose Bank is also entitled to prematurely break any term deposit of the customer, without any liability for the loss arising out of such premature encashment on the part of Bank."





#### Insurance cover as part of bank's Covid Shield Fixed Deposit

- Insurance cover shall be provided only to Indian residents in the age group of 18 to 50 years (both Inclusive).
- Cover shall be provided only to New Fixed Deposit (FD) account Holders of Tirupati Urban Co-operative Bank having FD value greater than or equal to INR 1 lakhs with FD term of 2 years or more.
- Life cover shall be for a period of one year. The cover will be extended by renewal of the policy subject to continuity of contracted Fixed deposit with the bank.
- The maximum Sum Assured under this cover is Rs. 5,00,000/- per customer subject to the eligibility & amount of Fixed Deposit with the bank as specified herein.
- Customers having a COVID- 19 history will not be eligible for the insurance cover. Before issuing the policy a Declaration of good health will be taken from the customer. Declaration of good health has below conditions mentioned:
  - a. In the last 3 months have you or your family members been tested positive for COVID-19 or have been self-isolated with symptoms on medical advice? YES / NO
  - b. In the last 1 month have you or your family members been advised to self-isolate due to COVID-19 (excluding mandatory government orders to remain at home) or had a persistent cough, fever, raised temperature or been in contact with an individual suspected or confirmed to have COVID-19? YES / NO
  - c. Have you or your family members travelled overseas post 1st Jan 2020 OR planned to travel during the next 6 months? YES / NO
- The insurance cover will be made effective from date of Fixed Deposit Account Opening date only after satisfactory DOGH (Declaration of Good Health) Verification
- In case of FD account holder who is a minor, the cover can be extended to the Parent/Guardian as a co-owner who should be within the prescribed age limit.
- Only accidental death shall be covered for the first 45 days from the date of joining the scheme (that is from date of opening of this deposit) for a member (customer).
- In case of death due to suicide within 12 months from the date of commencement of risk of the member's cover, the nominee or beneficiary of the member shall not be entitled to any claim benefit.
- Claim settlement for missing person - As per the provisions of Section 108 of the Indian Evidence Act, presumption of death can be raised only after a lapse of seven years from the date of his/her being reported missing. As such, the nominee / legal heirs have to raise an express presumption of death of the subscriber under Section 108 of



the Indian Evidence Act before a competent court. If the court presumes that he/she is dead, then the claim in respect of a missing person can be settled on the basis of the same.

- The insurance provider reserves the right of underwriting the cover and to call for any additional documents for processing of member's application and life cover is subject to acceptance of risk by the company.
- In case of a grievance related to insurance, the same will be handled by Insurance company providing this cover and by the respective third party Insurance provider selected in future by the Bank.
- For any deficiencies of services in relation to insurance, the entire liability lies with the Insurance company & Tirupati Urban Co-operative Bank shall not be liable for any dispute, differences or claim.

## **5. SWEEP-IN ACCOUNT**

I agree that my Fixed Deposit(s) linked for Sweep-in facility to my savings account/current account should be in the same name(s) and title as my account.

I agree that all Sweep-in deposits will be for a predetermined period only. I authorise the Bank to break units of linked deposits in case there is insufficient balance or any higher amount as decided by me in my linked savings/current account.

I am aware and acknowledge that only the principal amount of the fixed deposit/s and not the interest will be considered for sweep in facility. Accordingly, Bank shall not be liable for any consequences arising out of non-compliance of any payment instructions due to insufficiency of principal amount to honour payments under sweep-in facility.

I am aware that, in case of linkage of more than one deposit to the Savings / Current Account for a Sweep-in, the system will first Sweep-in funds from the deposit with lowest rate of interest, i.e. based on the Lowest-Rate-First-Out method.

## **6. RECURRING DEPOSITS**

Payment of interest on recurring deposit

I am aware that the interest on Recurring Deposits will be calculated by the bank in accordance with the directions advised by Indian Banks' Association.

I am aware that the interest rates for recurring deposits will be the corresponding rate as applicable for a Fixed Deposit.

I am aware that interest on the Deposits is compounded at quarterly intervals, at the applicable rates.

Interest on a Recurring Deposit will be calculated from the date the installment is paid

The method of calculation of interest on RDs will be on Actual / Actual Quarterly Compounding.



#### Payment of installment

I agree that the installment amount once fixed will not be allowed to be altered at a later date.

I agree that in case of more than one installment being overdue at the time of payment, the paid installment if sufficient to cover only one installment will be appropriated towards the first/ earliest installment overdue.

I agree that partial payment of installments will not be permitted.

I agree that the bank shall not be responsible for informing me to maintain adequate balance in my account to pay my installments.

#### Lock in period

I agree to the lock in period of one month on Recurring Deposits.

I agree that in case of premature closure within a month, no interest shall be paid out to me & only my principal amount shall be returned.

#### Maturity

I agree that the Deposit shall be due for repayment & shall mature on completion of the contracted tenure even if there are installments remaining to be paid.

I am aware that the maturity amount mentioned on the Recurring deposit confirmation advice is subject to payment of all installments on time

6.5.1 I agree that if frequent defaults (non-payments) are observed in the monthly installments, and three installments fall in arrears, the Bank reserves the right to close the RD account. The interest rate applicable on such closed accounts will be as per the premature withdrawal policy of the Bank.

#### Premature withdrawal

In case the Customer desires to close the Recurring Deposit before the expiry of Tenure, interest will be paid at the contracted rate applicable for the period for which the Recurring Deposit has remained with Tirupati Urban Co-operative Bank.

### **7. ATM USABLE CARDS: (Refers to Cards usable at the ATM)**

#### FEES:

I agree that all fees/taxes/surcharges/service charges and all other levies related to the ATM usable Card may be recovered by the Bank by debit to my /our account.

#### TRANSACTIONS RESPONSIBILITY:

I will be responsible for all types of transactions processed by use of my ATM usable Card, whether or not processed with my knowledge or authority, express or implied. I shall accept the Bank's record of transactions as conclusive and binding for all purposes.



#### CASH WITHDRAWAL LIMITS:

I will be allowed to withdraw through the ATM, the available balance in my account or a stipulated predefined limit per day, whichever is lower. This per day limit will be determined by the Bank and may be changed at any time at the Bank's sole discretion without notice to me. I agree that cash withdrawals will be subject to tax as applicable from time to time.

#### OVERDRAWN ACCOUNTS:

I agree not to attempt to overdraw cash from the ATM unless sufficient funds are available in my account for effecting the transactions. The onus of ensuring adequate account balances is entirely on me. In case my account gets overdrawn due to cash withdrawal from the ATM, I agree to rectify the account balance position immediately. In case my /our account gets overdrawn, the Bank may levy interest at prime lending rate applicable from time to time and the same shall be charged on the debit balance on my account.

#### DEPOSITS/WITHDRAWALS/OTHER TRANSACTIONS:

I agree that a receipt will be produced by the ATM for all cash/cheque deposits/withdrawals/other transactions and that no separate receipt will be issued by the Bank. The amount of deposit will be verified by the Bank's staff / authorised representative, and this verified amount shall be deemed to be the correct amount and binding on me conclusively. I shall not deposit any cash in a Cheque Drop Box nor deposit any cash / cheque in a Drop Box meant for collecting other documents / payments. I agree and acknowledge that in case I deposit any cash / cheque in the wrong Drop Box then the Bank shall not be liable for the same. I acknowledge that no receipt will be issued for any cheque deposits in the Drop Box. I understand that the Bank will process the cheque deposited in the ATM machine or Cheque Drop Box on the basis of the information provided by me in the Pay-in slip duly filled by me, The Bank will not be held responsible for any non-credits/wrong credits due to incorrect information provided by me in this regards. I shall hold the Bank harmless for any consequences arising thereof.

#### PIN:

To enable me to use the Card at ATMs, a Personal Identification Number (PIN) will be generated/issued by/to me. The PIN shall be generated by me using the Green PIN facility (i.e. using card / some personal identification details & a unique OTP on Tirupati Urban Co-operative Bank ATM/ IVR Phone Banking / SMS\* to generate PIN) or mailed to me (on request) on registered communication address. The PIN may subsequently, be changed by me, at my own risk, at an ATM. The security of the PIN is very important and that I must keep it confidential and not reveal to any third party. If I fail to observe these security requirements, I shall be responsible and liable for any consequences arising there from.

#### VALIDITY OF CARD:

I agree that the ATM usable Card at all times is the Bank's property. The validity period of the ATM usable Card will be mentioned on the face of the Card. I agree to surrender the Card to the Bank in case of account closure or whenever demanded by the Bank for any reason whatsoever.



#### LOST CARD:

In case my ATM usable Card is misplaced, stolen or otherwise lost, I agree to immediately report the event in writing to the Bank/call up Phone Banking. The Bank shall not be liable for any loss by the misuse of the Card prior to the Card being reported as lost/ stolen by me.

#### SECURITY OF CARD:

I agree that the Card will be dispatched to the address on record with the Bank. I agree to keep ATM usable Card in Safe custody and agree not to hand over the Card to anyone including anyone who claims to represent the Bank. I understand that the Bank shall not be responsible for any misuse of the Card by virtue of the same falling into wrong hands prior to the Card being reported as lost/stolen by me.

#### WRONG ENTRIES TO ACCOUNT DUE TO ATM TRANSACTIONS:

In case I notice that a wrong entry has been debited to my account for ATM transactions done by me, I would immediately raise the issue with the branch where my account is maintained (Account Branch). I understand that the Bank will investigate and revert to me with its findings and decision of the Bank shall be final and binding on me.

#### AUDIT TRAIL TO BE FINAL AND CONCLUSIVE IN CASE OF ANY DISPUTE:

I agree that in case of any dispute the Bank will be using the Audit Trail of the ATM (either in a Printed/non-editable Electronic Form) as the final and conclusive evidence in all disputes. I agree to abide by the recordings of the Audit Trail.

In case, I receive a mutilated/ torn/cut currency note(s) from the ATM, I will visit the account branch and exchange the note(s) by submitting a letter and the transaction slip and confirming that I transacted at the ATM. I accept that any other form of claim will not be entertained by the Bank.

In case the Bank finds a Forged / Mutilated / Torn Note in the Deposit that I make through the ATM / Teller counter then the Bank will not give me the Credit corresponding to the value of the Forged / Mutilated / Torn Note. I understand that the Bank will also not give me the Forged Note back. However, based on my written request, the Bank will return the Mutilated / Torn Note back to me. The Bank will also comply with all the requirements/ guidelines on reporting to authorities as per the guidelines issued by Reserve Bank of India.

## 8. PHONE BANKING

#### Definitions:

In this document the following words and phrases have the meanings set opposite them unless the context indicates otherwise:

Account(s) refers to the Customer's Savings Account and/or Current Account and/or Term Deposit Account and/ or Loan Account and/ or Investment Account and/or any other type of account (each an "Account" and collectively "Accounts", so maintained with Tirupati Urban Co-operative Bank which are eligible Account(s) for operations through the use of Phone Banking. The oldest live Savings Account or Current Account of the Customer shall be



designated the Primary Account for purpose of Phone Banking, and all other Savings or Current Account(s) (if any) of the Customer referred to as Secondary Account(s).

Phone Banking/Phone Banking Service refers to Tirupati Urban Co-operative Bank's Phone Banking service, pursuant to which Tirupati Urban Co-operative Bank would provide information and facilitate transactions through telephone, e-mail or other systems to the Customer thereof, in relation inter alia to the Account(s) of such Customer, about products and services of Tirupati Urban Co-operative bank and other entities with whom Tirupati Urban Co-operative Bank has entered into arrangements.

TERMS refer to Terms and Conditions for use of Phone Banking as specified in this document.

"PIN" (Personal Identification Number) refers to a 4-digit number that is provided by Tirupati Urban Co-operative Bank for accessing the ATM service using the associated ATM or Debit Card.

"Cust Id" (Customer Identification Number) refers to a system generated but random Unique Identification Number provided to each Customer at the time of opening of the Savings or Current or Term Deposit Account.

#### Applicability of TERMS:

These TERMS form the contract between the Customer and Tirupati Urban Co-operative Bank. Each customer of Tirupati Urban Co-operative Bank at locations where Phone Banking Service is extended to customer(s) shall be eligible for Phone Banking, based on eligibility norms as prescribed by Tirupati Urban Co-operative Bank from time to time. Tirupati Urban Co-operative Bank shall be entitled at its sole discretion to accept or reject any application received at locations where Phone Banking Service is not available or for a customer who is not eligible as per Tirupati Urban Co-operative Bank norms.

By applying for the Phone Banking Service and accessing the service for the first time, I acknowledge and accept these TERMS. Notwithstanding anything contained herein, all Terms and Conditions stipulated by Tirupati Urban Co-operative Bank in connection with the account(s) shall continue to apply.

#### Phone Banking Service:

Tirupati Urban Co-operative Bank shall endeavour to provide to me through the Phone Banking Service, various services including but not limited to enquiry of the balance in the account(s), request for account(s) Statement and /or Cheque Books, request for transfer of funds between the account(s) of the same customer and such other facilities as Tirupati Urban Co-operative Bank may decide to provide from time to time. I accept that Tirupati Urban Co-operative Bank reserves the right to decide the type of services that may be offered on each account and may differ for different categories of customers. The services through Phone Banking shall be provided in a phased manner at the discretion of Tirupati Urban Co-operative Bank. I am aware and accept that Tirupati Urban Co-operative Bank reserves the right to revise, suspend in whole or in part any of the services provided through Phone Banking, with notice of 30 days communicated to me on the Bank's website and other acceptable modes of communication, and these shall be binding on me.



#### Access to Phone Banking Services:

I am aware and accept that Tirupati Urban Co-operative Bank has agreed to provide the Phone Banking Service by giving instructions through the 24-hour Interactive Voice Response system and/or through a Phone Banker. Phone Banker assisted service timings are communicated and updated on Tirupati Urban Co-operative Bank's website and other acceptable modes of communication.

I am aware and accept that to avail the Phone Banking Service, I am required to identify myself to the Phone Banking system by successfully validating (a) the Customer Identification Number and (b) the Debit Card number and the associated Personal Identification Number (PIN) and/or successful verification as per the procedures as decided by Tirupati Urban Co-operative Bank from time to time. The transactions done post the successful validation shall be binding on me and the relevant records of which will be admissible in the event of any dispute.

I am aware and accept that Tirupati Urban Co-operative Bank has no means of verifying the identity of the person giving the telephone instructions in my name and any transaction made will be binding on me subject to the successful validation as detailed.

I am aware and accept that the Phone Banking Services will be available to all the account holders of Tirupati Urban Co-operative Bank and the operating instructions as applicable in the account(s) would be applicable to the Phone Banking Services mutatis mutandis.

An account in the name of a Minor or an account, in which a Minor is a Joint account holder, is not eligible for Phone Banking. I am aware and accept that in case of Minor account(s), where I as the Natural Guardian have a TIN (allotted to the Natural Guardian basis his own account relationship with Tirupati Urban Co-operative Bank), I undertake to give all instructions relating to the operation of the account and further undertake not to reveal the Customer Identification Number and TIN to the Minor.

#### Charges:

I acknowledge and accept that the applicable charges would be as detailed under Schedule of Charges on website or displayed at branch.

#### Financial Transactions:

I understand that the facility of financial transactions will be provided in accordance with the procedures as decided by Tirupati Urban Co-operative Bank from time to time and subject to successful validation of my bonafides. I understand that Tirupati Urban Co-operative Bank will endeavour to effect such transactions received through Phone Banking Service subject to sufficient balance available in my Bank account.

#### Limits:

I am aware and accept that Tirupati Urban Co-operative Bank may from time to time impose maximum and minimum limits on Financial Transactions given to the customer hereunder. I acknowledge and accept and agree that the same is to reduce the risks on me. For instance, Bank may impose transaction restrictions within particular periods or amount restrictions



within a particular period or even each transaction limits. I understand and agree that I shall be bound by such limits.

#### Authority to Tirupati Urban Co-operative Bank:

I understand and accept that the read-out or the faxed /email output, if any, that is received by me at the time of operation of Phone Banking is a record Tirupati Urban Co-operative of the operation of the telephonic access by me. I understand that all the records of Tirupati Urban Co-operative Bank generated by the transactions arising out of the use of the Phone Banking Service, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction, and admissible evidence in case of any dispute. The authority to tape or record the transaction over telephone is hereby expressly granted by me to Tirupati Urban Co-operative Bank.

#### Liability on Hot listing of ATM / Debit / Pre-paid Cards:

I am aware and accept that to protect my interest, the facility of reporting Loss of ATM / Debit / Prepaid Cards is available 24 hours and Tirupati Urban Co-operative Bank will carry out the request for Hot listing of my ATM / Debit / Prepaid Card, the request for which may be received from me or any other person acting on my behalf or the 'finder' of the said Card who may not be related to or authorised by me. I accept that Tirupati Urban Co-operative Bank will not be liable for any losses or damages on account of my not being able to use the Hot listed Card to carry out any transactions.

#### Changes in Terms & Conditions:

I understand and accept Tirupati Urban Co-operative Bank has the absolute discretion to amend or supplement any of the TERMS at any time and will give prior notice of 30 days for such changes. Changed Terms and Conditions for the new services introduced shall be communicated to me on the Bank's website and by other acceptable modes of communication. By using the services, I shall be deemed to have accepted the changed Terms and Conditions.

#### Termination of Phone Banking Services:

I agree to give Tirupati Urban Co-operative Bank a 7 day notice in writing and obtain a receipt thereof in order to terminate the Phone Banking services availed of by me. I understand that in event the Phone Banking facility is used by all or any Joint account holders, the termination notice shall be given by all the Joint account holders. I accept that the termination shall take effect on the completion of the seventh day, and I will remain responsible for any transactions made through the Phone Banking Service until the time of such termination. I accept that Tirupati Urban Co-operative Bank may suspend or terminate phone banking facilities without prior notice if I have breached these Terms and Conditions or Tirupati Urban Co-operative Bank learns of my death, bankruptcy or lack of legal capacity.

#### Notices:

I understand that Notices under these TERMS may be given by Tirupati Urban Co-operative Bank and me in writing by delivering them by hand or by sending them by post to the last address given





by me and in the case of Tirupati Urban Co-operative Bank to its Corporate Office address as set out herein above. In addition, Tirupati Urban Co-operative Bank may also publish notices of general nature, which are applicable to all customer(s) of Phone Banking in a newspaper or on its website. Such notices will have the same effect as a notice served individually to me. I understand and accept that Notice and instructions will be deemed served 30 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

#### Governing Law:

I understand that these Terms and Conditions and/or the operations in my account(s) maintained by Tirupati Urban Co-operative Bank and/or the use of the services provided through Phone Banking shall be governed by the laws of the Republic of India and no other nation. I and Tirupati Urban Co-operative Bank agree to submit to the exclusive Jurisdiction of the Courts located in Nagpur, India as regards any claims or matters arising under these Terms and Conditions. I understand that Tirupati Urban Co-operative Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. I accept that the mere fact that the phone Banking Service can be accessed by me in a country other than India shall not be interpreted to imply that the laws of the said country govern these Terms and Conditions and/or the operations in my phone Banking Account(s) and/or the use of phone Banking.

#### Applicability to Future Accounts:

I agree that if I open further account(s) with / subscribe to any of the products/services of Tirupati Urban Co-operative Bank, and Tirupati Urban Co-operative Bank extends the phone Banking Service to such account(s) or products or services and I opt for use thereof, then these TERMS shall automatically apply to such further use of the phone banking by me.

#### General:

I understand that the clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause.

I am aware and accept that Tirupati Urban Co-operative Bank may sub-contract and employ agents to carry out any of its obligations under this contract. I accept that Tirupati Urban Co-operative Bank may transfer or assign its rights and obligations under this contract to any other entity.

I am aware and accept that the phone Banking Service would operate during timings specified by Tirupati Urban Co-operative Bank from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction.

I accept that I would have to ensure that the telephone I use meets the criteria. I am aware that the service is available only in certain cities, and all costs incurred by me including telecommunication costs to use phone Banking would be borne by me.

## 9. MOBILE BANKING

#### Definitions:



In this section, the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

"Mobile Banking" means facility of access to information relating to the linked Saving / Current Account(s)/ Fixed Deposit / Loan Account of the Customer and usage of products and/or other services as may be advised or made available on the Customer's Mobile Phone by the Bank from time to time on / through Mobile Banking. The words Mobile Banking and Mobile Banking Services are used interchangeably in this document.

"Mobile Phone" means the handset together with requisite accessories, equipment attachments and other software which is owned /possessed by the Cellular Service subscriber.

"User or I" refers to a Customer of the Bank authorized to use the Mobile Banking Service provided by the Bank.

"Personal Information" refers to the information about the User obtained in connection with the Mobile Banking Service.

"Cellular Service" hereafter referred to as "CSP" refers to the GSM/ CDMA / GPRS / EDGE Service provider (for operation of Mobile Phones) / any Aggregator who have entered into an agreement with the Bank for provision of Mobile Banking Services to its customers.

#### Applicability of Terms and Conditions:

These Terms and Conditions form the contract between the User, the Bank and the Cellular Service Provider (hereinafter referred to as the CSP) and shall be in addition to and not in derogation of the Terms and Conditions relating to any account of the User and / or the respective product or the service provided by the Bank, or the CSP.

#### Eligibility:

Any customer of the Bank, having a saving and or current and or fixed deposit or loan account authorised to operate singly or on either or survivor basis and who is also a current subscriber of the CSP. The User should have access to the Mobile Phone and knowledge of how the Mobile Phone works. The User should at all times possess the Mobile Phone software, which are required for using Mobile Banking. In case of Minor accounts, only the natural guardian of the Minor shall be eligible to avail of this service.

#### Registration:

I agree that I shall be entitled to use the Mobile Banking Service as default service, until communicated otherwise in writing by me. . The Bank and the CSP shall be at liberty to reject my application without assigning any reason.

The Bank shall endeavour to provide to the user through Mobile Banking, such services as the Bank may decide from time to time. The Bank reserves the right to decide the type of services, which a category of user may be offered on each account and may differ from category to category.



The Bank may also make additions / deletions to the services offered through Mobile Banking at its sole discretion.

Only those accounts opened with the Bank and attached to the respective User's ID will be accessible through Mobile Banking.

There will be no obligation on the Bank to support all the versions of this Mobile Phone software.

I agree that I shall use only my Mobile Phone to access the Mobile Banking Service of the Bank. The access is restricted to me on the specific Mobile Phone Number only as registered with the Bank for Mobile Banking. I must not let any other person have access to my Mobile Phone or leave the Mobile Phone unattended. I shall not attempt or permit others to attempt accessing the account information stored in the computers of the Bank through any unauthorised means.

I grant express authority to the Bank for carrying out the transactions performed by me through Mobile Banking. The Bank shall have no obligation to verify the authenticity of any transaction received from me through Mobile Banking or purporting to have been sent by me via Mobile Banking other than by means of verification of the Mobile Phone Number. The display that is produced by me at the time of operation of Mobile Banking is a record of the operation of the mobile access and shall not be construed as the Bank's records of the relative transactions. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless I point out any discrepancy within 15 days from the date of receipt of periodical statement. All transactions arising from the use of Mobile Banking, in a joint account, shall be binding on all the joint account holders, jointly and severally.

I am responsible for the correctness of information supplied by me to the Bank through the use of or through any other means such as electronic mail or written communication. Neither the Bank nor the CSP accepts any liability for the consequences arising out of erroneous information supplied by me. If I suspect that there is an error in the information supplied to the Bank by me, I shall advise the Bank as soon as possible. The Bank will endeavour to correct the error promptly and adjust any interest or charges arising out of the error. 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. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error, which may happen due to reasons beyond its control like Data getting corrupted in transmission.

#### Liability of the User:

I shall not be liable for losses arising out of the unauthorized transactions occurring in my accounts if I have complied with the Terms and advised the Bank in writing under acknowledgement immediately after I suspect that my Mobile Phone number is / has been allotted to another person and/or notice an unauthorized transaction in my account, after a maximum of 2 days from the receipt of such advice by the Bank.



I agree that the access to Mobile Banking is through my Mobile Phone and any transaction, which originates from the same, whether initiated by me or not shall be deemed to have originated from me. I shall be liable for all loss from unauthorized transactions in my accounts if I have breached the Terms or contributed or caused the loss by negligent actions such as the following:

- i. Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in the Mobile Banking accounts.
- ii. In case of change in or termination of the Mobile Phone number/SIM Card, not informing the CSP and the Bank about the change/ termination.

I understand that in the event of loss of my Mobile Phone or it falling in the wrong hands, it can be misused. I indemnify the Bank for any such misuse arising out of the same. I shall not hold Bank responsible for any loss that I may suffer in these circumstances.

#### Liability of the Bank:

The Bank shall, in no circumstances, be held liable to me, if access is not available in the desired manner for reasons including natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or network failure, non delivery of SMS, software or hardware error or any other reason beyond the control of the Bank. Under no circumstances shall the Bank 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 by the User or any other person. The Bank is in no way liable for the services provided by the CSP in relation to the Mobile Phone. The Bank is in no way responsible/liable for the charges levied by the CSP in relation to Mobile Banking transaction.

#### Liability of the CSP:

Due to limitations of the SMS (Short Messaging Services) Technology and of WAP (Wireless Application Protocol) Technology, the CSP and the Bank do not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through Mobile Banking Service. The CSP makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and however suffered or incurred by the User or by any person resulting from or in connection with the Mobile Banking Service or the CSP network. Without limitation to the other provisions of this agreement, the CSP, its employees, agents or contractors, shall not be liable for any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profits, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the User or any other person howsoever arising from or relating to any delay, interruption, suspension, resolution of error of the Bank and the Mobile Banking Service in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction or error in the transmission of any information or message to and from the telecommunication equipment of the User and the CSP network and the Bank's system or any break down, interruption, suspension or failure of the telecommunication equipment of



the User, the Bank's system or the CSP network. Notwithstanding herein to the contrary, the CSP shall not be involved in or in any way liable to the User for any dispute between the Bank and the user.

**Indemnity:**

I shall indemnify and hold the Bank and the CSP harmless against any loss suffered by the Bank, its customers or a third party or any claim or action brought by a third party which is in any way the result of the Mobile Banking transactions done by me. I agree that the Mobile Banking Service uses the network provided by the CSP. I hold the Bank harmless against any loss incurred by me due to failure in this network.

**Disclosure of Personal Information:**

I agree that the Bank or its contractors may hold and process my Personal Information on computer or otherwise in connection with Mobile Banking Services as well as for statistical analysis and credit scoring.

**Termination of Mobile Banking Service:**

I can request for termination of the Mobile Banking Services at any time by giving a written notice of at least 15 days to the Bank from the time the Notice is delivered to the Bank. I agree that I will remain responsible for any transactions made on my Mobile Banking account(s) through Mobile Banking until the termination of my Mobile Banking Service.

The Bank may withdraw the Mobile Banking Services anytime and shall endeavour to give a 30 days notice to me. The closure of all my accounts will automatically terminate the Mobile Banking Service. Similarly the Bank may suspend or terminate Mobile Banking Services without prior notice if I have breached these Terms and Conditions or if the Bank notices some errors / omissions / fraudulent transactions related to my account or Cust id.

**Notices:**

The Bank may give notices under these Terms and Conditions, electronically to my mailbox (which will be regarded as being in writing), or in writing by hand-delivery, or by sending them by post to the last address given by me and in the case of the Bank to its registered office. In addition, the Bank may also publish notices of general nature, which are applicable to all Users of Mobile Banking on its website. Such notices will have the same effect as a notice served individually to me.

## **10. ALERTS**

**Definitions:**

In these Terms and Conditions, the following terms shall have the following meanings:

"Alerts" or "Facility" or "Alerts Facility" mean the customized messages based on Triggers, sent as Short Messaging Service ("SMS") over mobile phone or as message via Email to the



Customer; "Account" means any Savings/Current Account of the Customer with the Bank; "Bank" means any branch in India of Tirupati Urban Co-operative Bank Ltd in which the Customer's Account is maintained; "Customer" means the person who holds an Account with the Bank; "Triggers" means the customized instructions to be set or placed by the Customer or by the Bank with the Bank & its systems, with respect to specific events/transactions relating to his Account to enable the Bank to send the corresponding Alerts to the Customer. "CSP" means the cellular service provider through whom the Customer or the Bank receives the mobile services.

#### Availability

I have requested for this facility which the Bank at its sole discretion may discontinue at any time with the Bank providing a prior intimation on a best-effort basis through its website or any legally recognised medium of communication. The Facility is currently available to resident customers through SMS on mobile phone and E-mail.

The Alerts would be generated by the Bank and will be sent to me on the mobile number provided by me and the delivery of the alert would be entirely based on the service availability of the service provider and connectivity with other cellular circles of the CSPs or in circles forming part of the roaming GSM network agreement between such CSPs. I agree and understand that the Alerts being dependent on various issues including connectivity the Bank cannot assure final and timely delivery of the alerts.

The alerts are dependent on various issues including connectivity if I am within the cellular circles of the CSPs or in circles forming part of the roaming GSM network agreement between such CSPs.

A mobile phone/email trigger may not be received by me or sent by the Bank if the account operations have been suspended for any reasons whatsoever.

I assume full responsibility for the security and confidentiality of my Mobile Phone/mobile phone number and mobile phone identification number to be used in initially gaining access to my account(s) through the use of my mobile phone.

#### Process:

I acknowledge that I will be default activated to receive Alerts. Alerts shall be sent to my mobile phone number and/or the E-mail ID registered with the Bank.

I acknowledge that the Alerts will be implemented in a phased manner and the Bank may at a later stage, as and when feasible, add more Triggers or Alerts. The Bank may, at its discretion, from time to time change the features of any Trigger or Alert. I will be solely responsible for keeping myself updated of the available Triggers or Alerts, which shall, on best-effort basis, be notified by the Bank through its website or through any legally recognized medium of communication

The Bank may, in its discretion, not give effect to any Triggers if the Bank has reason to believe (which decision of the Bank shall be binding on me) that the Triggers are not genuine or otherwise improper or unclear or raises any doubt or in case any Triggers cannot be put into effect for any reasons whatsoever.



I am solely responsible for intimating in writing to the Bank any change in my mobile phone number or e-mail address or account details and the Bank will not be liable for sending Alerts or other information over my mobile phone number/e-mail address recorded with the Bank.

I acknowledge that to receive Alerts, my mobile phone must be in an "on" mode. If my mobile phone is kept "off" for a specified period from the time of delivery of an Alert message by the Bank, that particular message may not be received by me.

The alerts provided by the Bank on the mobile and/or the e-mail on any particular day, will have a certain time lag and accordingly the alerts being received are based on data available with the Bank with a certain time lag and may not represent data available on date of receipt. Select Alerts will be sent based on data updated as of the preceding working day. I also acknowledge that reasonable time may be taken for data processing for the purpose of sending Alerts on working days of the Bank.

I acknowledge that the Facility is dependent on the infrastructure, connectivity and services provided by the CSPs within India. I accept that timeliness, accuracy and readability of Alerts sent by the Bank will depend on factors affecting the CSPs and other service providers. The Bank shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to me.

The Bank shall endeavour to provide the Facility on a best effort basis and I shall not hold the Bank responsible / liable for non-availability of the Facility or non-performance by any CSPs or other service providers or any loss or damage caused to me as a result of use of the Facility (including relying on the Alerts for my investment or business or any other purposes) for causes which are not attributable to / and are beyond the control of the Bank. The Bank shall not be held liable in any manner to me in connection with the use of the Facility.

I accept that each Alert may contain certain account information relating to me. I authorize the Bank to send account related information, though not specifically requested, if the Bank deems that the same is relevant.

#### Withdrawal or Termination:

The Bank may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time with a notice period of 30 days. The Bank may, without prior notice, suspend temporarily the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the facility.

Notwithstanding the terms laid down in clause 10.5.1 above, either I or the Bank may, for any reason whatsoever, terminate this facility at any time upon prior written notice. Liabilities incurred by me shall, however survive the termination of this facility.

#### Disclaimer:

The Bank will not be liable for:

- a. any unauthorised use of my account number or



- b. mobile phone number /instrument or unauthorised access to e-mails received at my notified email address for any fraudulent, duplicate or erroneous instructions /Triggers given by use of the same
- c. acting in good faith on any instructions/Triggers received by the Bank
- d. delay or inability of the Bank to act on all or any of the instructions /Triggers for reasons beyond the control of the Bank
- e. loss of any information/instructions /Alerts in transmission
- f. Unauthorized access by any other person or any information /instructions /Triggers given by me or breach of confidentiality.

The Bank shall not be concerned with any dispute that may arise between me and the CSP and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each Alert.

In case of a cheque deposit, though the alert will be sent to me on deposit of the cheque into the account, I am aware that the clear funds will be available to me only on clearing of the cheque. I am made aware by the Bank that as per the process of clearing, the credits may be reversed or may not fructify, including due to late returns. I shall issue cheque or any debit instructions only after confirming the available balance in the account is sufficient for effecting the transaction.

The Alerts represent particular transaction and it is not an indicator of available credit balance in the account.

Disclosure:

I accept that all information /Instructions /Triggers will be transmitted to and /or stored at various locations and be accessed by personnel of the Bank (and its affiliates/agents). The Bank is authorised to provide any information or details relating to me or my account to the CSPs or any service providers so far as is necessary to give effect to any instructions/ Triggers.

Liability and Indemnity:

I shall indemnify and keep the Bank free and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms herein on my part and/or a third party provided there is no gross negligence on the part of the Bank.

## 11. NET BANKING

Definitions and Interpretations:

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

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





"Payment Instruction" shall mean an instruction given by a Customer to transfer funds from the Account held by the Customer to different account(s) held by other approved Customers within the Bank or with any other Bank in India (select cities) and /or request to issue Demand Drafts (DD) in the name of the beneficiary who may or may not have an account with the Bank or to make payments of the nature of bill payments and such payments of similar nature. The Bank may in its sole and exclusive discretion confine this facility only to certain permitted Customers or may extend it from time to time to be generally available to all Customers.

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

NETBANKING SERVICES is the Bank's Service (including all modifications of such services) which provides access to account information, products and other services (Including transactions of non-financial and financial in nature) as advised by the Bank from time to time to the customers through the website of the Bank. Net Banking Services also include the services for Debit Cards and loan. The terms Net Banking and Net Banking Services/facility may be interchangeably used.

CUSTOMER refers to any person who has a Bank Account and or a loan account who has been authorised by the Bank to avail of the said facility.

Customer Identification Number (Cust id) is a system generated but random Unique Identification Number that is given to each customer of the Bank.

Password is the confidential code that the customer needs to use along with the Cust id in order to do his Net Banking transactions.

ACCOUNT refers to the Customer's Savings and/or Current Account and /or loan accounts and/or Fixed Deposit or any other type of account so designated by the Bank to be eligible account(s) for operations through the use of Net Banking.

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

NETBANKING SERVICES will be available to the customers upon opening of account with the bank without requiring completion of any formalities for activation of such service. The customer hereby agrees that the terms and conditions for net banking shall be applicable in addition to the applicable terms of account opening.

#### SOFTWARE:

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



software, hardware, operating systems, etc., from time to time and shall be under no obligation to support the software, hardware, operating systems used by me and that the same shall be my sole responsibility.

#### NETBANKING SERVICE:

The Bank shall endeavour to provide through Net Banking, such services as the Bank may decide from time to time. The Bank reserves the right to decide the type of services that may be offered on each account and may differ from customer to customer. These facilities shall be offered in a phased manner at the discretion of the Bank. The Bank may also make additions / deletions to the services offered through Net Banking at its sole discretion. The availability / non-availability of a particular service shall be advised through e-mail or SMS or website of the Bank or through written communication. All accounts opened with the Bank attached to the same Cust id will be accessible through Net Banking. In case of Joint accounts and accounts with two or more signatories, the Bank will offer such services as restricted by the Terms and Conditions governing the operation of such accounts. In case of Minor accounts, the natural guardian undertakes to give all instructions relating to the operation of the account and further undertakes not to reveal the Cust id and IPIN to the Minor. The Bank shall take reasonable care to ensure the security of and prevent unauthorized access to the Net Banking Service using technology reasonably available to the Bank.

#### NETBANKING ACCESS:

I understand that the Bank would allot me a Cust id and I will need to generate Net Banking password using my Debit Card, Debit Card PIN AND / OR personal identification details.

In addition to Cust id and Password the Bank may, at its discretion, require me to adopt such other means of authentication including but not limited to digital certification and / or Smart Cards and/or Two Factor Authentication like Public or Private Keys / Risk Engine / Challenge Questions.

Password:

I understand and agree that I must:

Keep the Password totally confidential and not reveal the Password to any third party.

Choose an Password which shall be at least of 8 characters long or such minimum number as may be specified by the Bank from time to time and shall consist of a mix of alphabets, numbers and special characters which must not relate to any readily accessible personal data such as my name, address, telephone number, driver license etc. or easily guessable combination of letters and number;

Commit the password to memory and not record them in a written or electronic form;

Not allow any unauthorized person have access to my computer or leave the computer unattended while accessing Net Banking;



I agree that in case I forget the Password I can change the password using my Debit Card, PIN AND/OR personal identification.

**CHARGES:**

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

**MAILING ADDRESS:**

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

**TRANSACTION PROCESSING:**

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

All the requests for non-instantaneous transactions such as Demand Draft Request, Fixed Deposit Opening etc. received after 4 pm will be carried out at the next working day on first in first out basis subject to availability of clear funds in the account authorised for debit. Similarly requests for on-line financial transactions like Fund Transfer, Third Party Fund Transfer and other such payments received after 4 pm will be carried out at the next working day on first in first out basis subject to availability of clear funds in the account authorised for debit. In case instructions for effecting any transactions are received on weekly offs/holidays/public holidays, they shall be effected on the immediately succeeding working day on the Terms and Conditions prevailing on that day. The cut off timings defined above can be changed at sole discretion of bank from time to time.

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

I hereby agree to abide by the following Terms and Conditions in addition to the Terms and Conditions as applicable to Net Banking:

I shall be at liberty to utilise the Payment Instruction Services through Net Banking for transfer of funds for such purpose, as I shall deem fit;

I have the full right and/or authority to access and avail of the services obtained and the goods purchased and I shall observe and comply with the applicable laws and regulations in each jurisdiction in applicable territories. I shall not involve the Bank as a party to such transaction. I shall provide the Bank with such information and/or assistance as is required by the Bank for the performance of the Services and/or any other obligations of the Bank herein.



I shall not at any time provide to any person, with any of my details held by me with the Bank, including Customer ID, Password, account number, Card details, PIN, m-PIN which may be assigned to me by the Bank from time to time.

I agree that the Bank shall be entitled to presume that all instructions received by the Bank by using my Cust id and Password are in order / genuine and have been actually given by me and I shall be bound by the same conclusively.

Risks:

I hereby acknowledge that I am availing the Payment Instruction Services at my own risk.

Misuse of Cust id and Password:

I acknowledge that if any third person obtains access to my Cust id and Password, such third person would be able to provide Payment Instructions / other instructions to the Bank. I shall ensure that the Terms and Conditions applicable to the use of the Cust id and Password as contained herein are complied with at all times.

Internet Frauds:

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

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

Mistakes and Errors:

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

For instance, I am aware that:

I would be required to fill in the correct account number of the person to whom the funds are to be transferred;

I would be required to fill in the correct details such as the name of the payee (who may or may not have an account with the Bank), mailing address, amount of the Demand Draft and the city/state where the Demand Draft is payable.

In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts or the Demand Draft maybe incorrectly issued or sent to a wrong address and there is no guarantee of recovery of the same thereafter. I shall therefore take all care to ensure that there are no mistakes and errors and that the information given by me to the Bank in this



regard is error free, accurate, proper and complete at all points of time. I indemnify the Bank from any loss due to an error on my part.

On the other hand in the event of my account receiving an incorrect credit by reason of a mistake committed by some other person, the Bank shall be entitled to reverse the incorrect credit at any time whatsoever without my consent. I shall be liable and responsible to the Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain obtained by me as a result of the same.

#### Transactions:

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

#### Technology Risks:

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

#### Limits:

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

#### Indemnity:

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

The Bank's sole obligation and my sole and exclusive remedy in the event of interruption to the Net Banking services or loss of use and/or access to the Bank's website shall be to use all reasonable endeavour to restore the services and/or access as soon as reasonably possible. The Bank makes no express or implied warranty with respect to the Net Banking services provided hereunder including without limitations any warranties of



uninterrupted/error-free performance of the Net Banking System, non-infringement of third party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose.

Liability:

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

If I comply with the Terms and Conditions and advise the Bank in writing under acknowledgment immediately after I suspect that my Cust id and Password is known to another person and/or notice an unauthorized transaction in my Net Banking account, I shall not be liable for losses arising out of the unauthorized transactions occurring in the Net Banking accounts after the receipt of such advice by the Bank.

I agree that I shall be liable for some or all loss from unauthorized transactions in my accounts if I have breached the Terms or contributed or caused the loss by negligent actions such as the following:

Keeping a written or electronic record of Cust id and Password;

Disclosing or failing to take all reasonable steps to prevent disclosure of the Net Banking Password to anyone including Bank staff and/or failing to advise the Bank of such disclosure within reasonable time;

Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in my accounts.

All financial transactions are authenticated using Second Factor Authentication of OTP on registered mobile number of the customer.

Proprietary Rights:

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

Termination of Net Banking Service:

I may request for termination of the Net Banking Services any time by giving a written notice of at least 15 days to the Bank. I agree that I will remain responsible for any transactions made on my account(s) through Net Banking prior to the time of such cancellation of the Net Banking Service.

The closure of all my accounts will automatically terminate the Net Banking Service.

The Bank may suspend or terminate Net Banking Services either wholly or partially at any time by giving to me at least 30 days' notice under normal circumstances.



Notices:

The Bank and I may give notices under these Terms and Conditions:

Electronically to the mailbox of either party. Such notices will be regarded as being in writing;

In writing by delivering them by hand or by sending them by post to the last address given by me and in the case of the Bank to the corporate office address as set out hereinabove

In addition, the Bank may also publish notices of general nature, which are applicable to all customers of Net Banking on its web site or at branches. Such notices will have the same effect as a notice served individually to me.

## 12. DEBIT CARD

Important Reserve Bank of India (RBI) mandate

W.e.f. 1st December 2013,

- Customer will need to use his ATM PIN when using his Tirupati Urban Co-operative Bank Debit Card at any retail outlet in India.
- Transactions with incorrect PIN or those without a PIN will be declined.
- Your Debit card will be a chip card activated for Usage
- The Customer will need to give a consent on whether he/she wants an International or only a Domestic use Debit card. In case a Customer selects Domestic card then he will not be able to use his Debit card on International POS or E-commerce transactions.

### DEFINITIONS:

In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

Account refers to the Cardholder's Savings and / or Current Account and / or any other type of account so designated by the Bank to be eligible account(s) for operations through the use of the Card. The Cardholder should be either the account holder or sole signatory or authorized to act alone when there is more than one signatory.

Bank refers to Tirupati Urban Co-operative Bank , a banking company incorporated in India under the Section 22 of Banking Regulation Act 1949 and having its registered office at 172, Shradhanandpeth, South Ambazari Road, Nagpur-440010, India and includes its successors and assigns.

Card refers to the Tirupati Urban Co-operative Bank Debit Card.

Cardholder refers to a Customer of the Bank authorized to use the Tirupati Urban Co-operative Bank Debit Card.

EDC terminal shall mean point of service capable of handling Card transactions i.e. electronic draft capture (EDC) terminals, printers, other peripherals and accessories, including



PIN pads and necessary software to run the devices and which processes the transaction at the Merchant Establishment.

VISA shall mean a mark owned by VISA, While Rupay shall mean a mark owned by Rupay

Merchant means any person who owns or manages or operates a service establishment wherever located which honours the Card and includes amongst others, stores, shops, restaurants, hotels, airline organisations, ATMs advertised by the Bank, Visa or the Merchant.

Merchant Establishment shall mean establishments (in India or Overseas) wherever located which honour a Debit Card and shall include among others, stores, shops, restaurants, hotels, airline organisations advertised as honouring a Debit Card.

Primary Account shall mean the account linked to the Card, debited for transactions done at Merchant Establishments or Visa & NFS ATM locations.

Terms refer to Terms and Conditions for use of the Card as specified in this document.

Transactions mean any instruction given by a Cardholder using a Card directly or indirectly to the Bank to effect a transaction.

Visa Electron/ Flag shall mean mark owned by Visa International.

Visa ATM Network shall mean ATMs located which honour the Debit Card and displaying the Visa / Flag Symbols.

Applicability of Rules and Regulations:

The issue and use of the Card shall be subject to the RBI's regulations in force from time to time.

Validity: The Domestic Debit Card is Valid in India while the International Debit Card can be used in India or Overseas wherever a Rupay/VISA card is accepted

The Card is not valid for foreign exchange payments in India, Nepal and Bhutan.

The Card is valid up to the last working day of the month indicated. The Cardholder shall destroy the Card when it expires by cutting it in half diagonally. The Bank shall send your renewed Card and attempt delivery of the Card at the address recorded with the Bank in its system before the expiry of the Card.

The Card is acceptable at any of the following:

- The Tirupati Urban Co-operative Bank's ATM network
- Any ATM of other Banks, which are members of RuPay, NFS & VISA ATM network in India.
- Any Visa/RuPay merchant outlet in India or Overseas (if an International card is issued to the cardholder)

Cardholder Obligations:





The Cardholder shall at all times ensure that the Card is kept at a safe place. The Cardholder shall under no circumstance whatsoever allow the Card to be used by any other individual. The Cardholder will sign on the reverse of the Card immediately upon receipt.

The Card is the property of Tirupati Urban Co-operative Bank and must be returned to an authorised person of the Bank on request within the Bank's premises. The Cardholder shall ensure that the identity of the authorised person of the Bank is established before handing over his Card in the Bank's premises.

The Cardholder will be responsible for all facilities granted by the Bank in respect of the Card and for all related charges.

In case the Cardholder has any dispute in respect of any charge indicated in the Statement, the Cardholder shall advise details to the Bank within 15 days of the statement date failing which, it will be construed that all charges are acceptable and in order. The Bank may at its sole discretion accept any disputes on charges older than 15 days.

The Cardholder shall act in good faith in relation to all dealings with the Card(s) and the Bank.

#### Debit Card issuance for non-individuals

I/We agree and undertake that the Cardholder shall keep the PIN totally secret and confidential and not reveal the same to any third party.

I/We agree and acknowledge that the use of the ATM/Debit Card will result in debit to the said account and that the Institution/Company/the Firm shall have no objection for the same.

I/We agree and acknowledge that the Institution/Company/the Firm shall be responsible for all transactions carried on by the Cardholder through the use of the ATM/Debit Card at the ATMs including by withdrawal of cash and use for transactions at various merchant locations either in India or abroad and the same shall be binding on the Institution/Company/the Firm.

I/We shall from time to time inform Tirupati Urban Co-operative Bank by furnishing copy of the Board Resolution/Authority letter of partners and all other documents and writing about changes in the operating instructions and in such event to forthwith change the PIN. We shall indemnify Tirupati Urban Co-operative Bank at all times and keep Tirupati Urban Co-operative Bank indemnified and save harmless from and against any and all claims, losses, damages, costs, liabilities charges and expenses incurred, suffered or paid by Tirupati Urban Co-operative Bank and against all demands, actions, suits and proceedings made, filed, instituted against Tirupati Urban Co-operative Bank in connection with or arising out of or relating to Tirupati Urban Co-operative Bank by carrying out the transactions performed by the Cardholder or any substitute/s through the Debit Card.

I/We agree and confirm that Tirupati Urban Co-operative Bank shall not be responsible and liable to monitor the nature of expenses incurred by the use of the Debit Card.

#### LOST OR STOLEN CARDS:

I am aware and accept that to protect my interest, the facility of reporting Loss of Debit Cards is available 24 hours on Phone Banking and during Banking hours in branch and Tirupati Urban Co-operative Bank will carry out the request for Hotlisting of my/ our Card. Tirupati Urban Co-operative Bank will not be liable for any damages on account of me not being able to use the Hot listed Card to carry out any transactions. The Bank shall not be liable for any



loss by the misuse of the Card prior to the Card being reported as lost/ stolen by me

If a Card is lost or stolen I will inform the bank, file a report with the local police and send a copy there after to the Bank. The Bank will hot-list /cancel the Card on best effort basis with outer limit of 24hrs. of receiving such information.

If the Cardholder loses his Debit Card overseas, he may either follow the above procedure or may report the loss through the Visa Global Emergency Assistance help-lines in case the same is issued by VISA . In case the Cardholder uses the VISA Global Emergency Assistance services then the charges for usage of such services shall be borne by the Cardholder.

The Cardholder shall take cognizance of the fact that once a Card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut in half, returned to the Bank and adequate care taken to prevent its misuse.

The Cardholder is responsible for the security of the Card and shall take all steps towards ensuring the safe keeping thereof. In the event, Bank determines that the aforementioned steps are questionable, financial liability on the lost or stolen Card would rest with Cardholder.

Replacement Card may be issued by the Bank provided that the Cardholder has in all respects complied with the Terms and Conditions pertaining to the same.

Services from VISA Global Assistance:

The communications and arrangements of services of the Emergency Assistance program are provided by a third-party service provider and are paid for by VISA International. The Cardholder is responsible for the cost of any and all medical, legal or other services used. Assistance is provided on a best effort basis and may not be available due to problems of time, distance or locations. The medical and/or legal professionals suggested and/or designated by VISA International are not employees of Visa International and, therefore, they are not responsible for the availability use, acts, omissions, or results of any medical, legal or transportation service. The Bank does not accept any responsibility for the arrangement or the use of such services.

ATM USAGE:

For all cash/cheque deposit transactions at the ATM, the Cardholder agrees that the ATM will produce a receipt and that no other receipt will be issued. All cash and cheque deposits will be subject to verification by the Bank / Bank's Representatives and this verified amount will be binding on the Cardholder. The same will be processed on the next working day.

The Cardholder agrees that requests on the ATM such as cheque book requisitions and duplicate account statement request will be processed normally on the next working day.



The Bank may levy charges on use of its own ATMs / ATMs of other Banks and the Bank may from time to time change the Service Charges. These Service Charges will be displayed on the Bank's Website. As and when levied, these charges will be deducted from the Cardholder's account linked to the Card. In the situation that the account does not have sufficient funds to deduct such fees, the Bank reserves the right to deny such transactions. As such the decision of the Bank would be binding on the Cardholder.

The type of transactions offered on other Bank's ATMs using the Bank's Cards may differ from those offered on the Bank's own network. The Bank will only support the minimum transaction set that will be offered at the ATMs belonging to other networks. The Bank reserves the right to change the transaction set without any notice to the Cardholder.

The Card is operable with the help of a confidential PIN at ATM locations. The Cardholder's PIN shall be set up by customer on Tirupati Urban Co-operative Bank ATMs/ IVR on Phone Banking / SMS using debit card, personal details and OTP on registered mobile number or mailed/couriered to him at the address specified by the Cardholder (if requested). The PIN should never be disclosed to any person or written down where any other person may discover it. Any such disclosure or inadequate protection of the confidentiality of the PIN is entirely at the Cardholder's risk. All transactions conducted with use of the PIN will be the Cardholder's responsibility and he will abide by the record of the transaction as generated.

The Card is acceptable at any Visa/Rupay/NFS ATM network belonging to institutions other than Tirupati Urban Co-operative Bank in India. The Bank will not accept responsibility for any dealings the Cardholder may have with the other institutions including but not limited to such services. Should the Cardholder have any complaints concerning any ATM network establishment, the matter should be resolved by the Cardholder with the establishment and failure to do so will not relieve him from any obligations to the Bank. However, the Cardholder should notify the Bank of this complaint immediately.

There will be separate service charges levied for any additional facilities that will be announced by the Bank from time to time and deducted from the Cardholder's account linked to the Card. In the situation that the account does not have sufficient funds to deduct such fees, the Bank reserves to right to deny such transactions. As such the decision of the Bank would be binding on the Cardholder.

#### Merchant Location Usage:

The Card is acceptable at all electronic Merchant Establishments in India and abroad which display the RUPAY/Visa logo.

- Customer will need to use his ATM PIN when using his Tirupati Urban Co-operative Bank Debit Card at any retail outlet in India.
- Transactions with incorrect PIN or those without a PIN will be declined.

The Card is for Electronic use only and will be acceptable only at Merchant Establishments, which have an EDC terminal. Any usage of the Card other than electronic use will be considered as Unauthorised and the Cardholder will be solely responsible for such transactions unless there is a specific offer by Tirupati Urban Co-operative Bank to the customer.



Electronic usage is construed as the charge slip/transaction slip printed electronically from the EDC terminal. Visa Cards may also be used for carrying out E-commerce transaction on Verified by Visa sites using a PIN / OTP.

The Card is operable with the help of the Cardholder's signature (only in case of Card's issued with RUPAY/Visa) or the PIN at EDC terminals installed at Merchant locations depending on the functionality of the EDC terminal.

Transactions are deemed authorised and completed once the EDC terminal generates a sales slip. The amount of the transaction is debited from the primary account linked to the Card immediately. The Cardholder should ensure that the Card is used only once at the merchant location for every purchase. The sales slip will be printed each time the Card is used and the Cardholder should ensure that there is no multiple usage of Card at the Merchant location at the time of purchase.

The Bank will not accept responsibility for any dealings the Cardholder may have with the merchant including but not limited to the supply of goods and services. Should the Cardholder have any complaints concerning any RUPAY/Visa merchant establishment, the matter should be resolved by the Cardholder with the merchant establishment and failure to do so will not relieve him from any obligations to the Bank. However, the Cardholder should notify the Bank of this complaint immediately.

The Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Cardholder's account with the transaction amount. However, at Railway stations and Petrol pumps, transaction charges as per industry practice will be applicable.

The Cardholder must sign a Sales Slip whenever the Card is used at a Merchant Establishment and should retain his copy. The Bank at an additional charge may furnish copies of the Sales Slip. Any Sales Slip signed by the Cardholder, and which can be proved as being authorised by the Cardholder will be his liability.

Any charge or other payment requisition received from a Merchant Establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition, was properly incurred at the Merchant Establishment in the amount and by the Cardholder referred to in that charge or other requisition, as the case may be, by the use of the Card except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardholder.

In case, a merchant wishes to cancel a completed transaction due to an error or on account of merchandise return, the earlier sales receipt must be cancelled by the merchant and a copy of the cancelled receipt must be retained in his possession. Reversal/Refunds of debits due to such transactions will be processed manually & the cancelled sales slip needs to be produced by the Cardholder, if called for.

All Refunds and Adjustments due to any merchant / device error or communication link will be processed manually and the account will be credited after due verification and in accordance with Visa/MasterCard rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honoured only based on the Available



Balance in the account(s) without considering this Refund. The Cardholder also indemnifies the Bank from such acts of dishonouring the payment instructions.

The Card is not to be used at the Hotels during Check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service.

The Card should not be used for any Mail Order / Phone Order purchases and any such usage will be considered as Unauthorised and the Cardholder will be solely responsible unless there is a specific offer by Tirupati Urban Co-operative Bank to the Cardholder.

#### Quality of Goods and Services:

The Bank shall not be in any way responsible for merchandise, warranty or services purchased or availed of by Cardholder from Merchant Establishments including on account of delay and delivery, non-delivery, non-receipt of goods or receipt of defective goods from the order placed by the Cardholder. It must be distinctly understood that the Card facility is purely a facility to the Cardholder to purchase goods or avail of services and the Bank holds out no warranty or makes no representation about quality, quantity, delivery or otherwise howsoever regarding the goods or services, and any dispute must be resolved by the Cardholder with the Merchant Establishment.

#### CARD USAGE:

The Cardholder agrees that in case he has multiple accounts with the Bank, the Bank will decide the number of accounts, which will have the Card facility on them.

In case of Cards linked to multiple accounts, transactions at Merchant Establishments will be effected on the primary account linked to the Card. In case there are no funds in this account, the Bank will not honour the transactions even if there are funds available in the other accounts linked to the same Card.

The Bank will debit the accounts linked to the Card for the value of all purchases of goods or services, cash, fees, charges and payments effected by the use of the Card ("Transactions"). All Transactions will be reflected in the Account Statement of the Account(s), which are linked to the Card. Such statements shall be mailed to the Cardholder as per defined frequency to the mailing address as per the customer's records with the Bank.

The Cardholder agrees that the Bank's record of transactions pertaining to his account(s) is conclusive and authentic.

The annual fees will be debited to the account linked to his Card on application/renewal at the Bank's prevailing rate. These fees are not refundable.

The Cardholder is advised to retain a record of transactions generated by the ATM / EDC terminal at Merchant Establishments with him.

The Cardholder will be allowed to withdraw through the ATM the available balance in his account or a stipulated predefined limit per day, whichever is lower. This per day limit will be determined by the Bank and may be changed at any time at the Bank's sole discretion without notice to the Cardholder. Cardholder agrees that cash withdrawals will be subject to tax as applicable from time to time.



The Cardholder agrees not to attempt to withdraw/purchase using the Card unless sufficient funds are available in the account. The onus of ensuring adequate account balances is entirely on him. Accounts that violate this condition will be classified as overdrawn accounts and he will have to rectify the account balance position immediately. In every such situation where the account gets overdrawn, interest charges will be levied on the debit balance in the account. This charge will be determined by the Bank and will be announced from time to time.

In the event of an account being overdrawn due to Card transactions, the Bank reserves the right to set off this amount against any credit lying in any of the Cardholder's other accounts held jointly or singly without giving any notice.

The responsibility for any misuse on the Card, once the Card/PIN has been delivered at the address specified by the customer, will rest with the customer and not the Bank.

Nothing in these Terms and Conditions shall affect the Bank's right of set-off, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between the Bank and Cardholder.

#### DISPUTES:

A sales slip with the signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence as between the Bank and the Cardholder as to the extent of liability incurred by the Cardholder and the Bank shall not be required to ensure that the Cardholder has duly received the goods purchased / to be purchased or has duly received the service availed or to be availed to the Cardholder's satisfaction.

The Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with the applicable charge indicated in the statement within six months of receipt of the notice of disagreement. If after such effort, the Bank determines that the charge indicated is correct then it shall communicate the same to the Cardholder along with details including a copy of the Sales Slip or payment requisition.

The Bank accepts no responsibility for refusal by any establishment to honour the Card.

As per Visa/Master Card Operating Regulation, the complete resolution of the dispute may take upto six months. In case the customer wants to dispute any transaction, the same should be informed to the Bank within 15 days from the date of the transaction.

#### Exclusion of Liability:

Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the applicant in respect of any loss or damage arising, directly or indirectly out of:

Any defect in goods or services supplied.

The refusal of any person to honour or accept a Card.

The malfunction of any computer terminal.

Effecting transaction instruction other than by a Card holder.



Any statement made by any person requesting the return of the Card or any act performed by any person in conjunction.

Handing over of the Card by the Cardholder to anybody other than the designated employees of the Bank at the Bank's premises.

The exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date displayed on its face, whether such demand and surrender made and/or procured by the Bank or by any person or computer terminal.

The exercise by the Bank of its right to terminate any Card.

Any injury to the credit character and reputation of the applicant alleged to have been caused by the re possession of the Card and/or, any request for its return or the refusal of any Merchant Establishment to honour or accept the Card.

Any mis-statement, mis-representation, error or omission in any details disclosed by the Bank.

Decline of a charge because of excess foreign exchange entitlements as prescribed by RBI guidelines issued from time to time, or the Bank becoming aware of the Cardholder exceeding his entitlements.

Decline of transaction due to any reason at a Merchant location / ATM

#### INSURANCE BENEFITS:

The Cardholder specifically acknowledges that the Bank will not be liable in any manner whatsoever by virtue of any insurance cover provided, and that the insurance company will be solely liable, in case of a death of a Cardholder and shall not hold the Bank responsible for any matter arising out of or in connection with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the Insurance company.

The Cardholder further acknowledges that the insurance cover so provided will be available to the Cardholder only as per the terms of the relevant insurance policy in force, and only so long as the Cardholder is and remains a Cardholder of the Bank with his account maintained in good standing. On the Card/account being cancelled or withdrawn temporarily or permanently for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of cesser of Card/account. Further the Cardholder also agrees that even during continuation of his Card/account, the Bank may at any time (after giving 30 days notice) suspend, withdraw or cancel the benefit of such insurance cover, and there will no binding obligation on the Bank to continue this benefit.

For Claims under Zero Liability to be accepted & processed, the cardholder should have carried out at least 1 purchase transaction using the Debit Card, within 90 days prior to the event date/ date of the disputed purchase transaction.



For Claims under personal accident death cover, the cardholder should have carried out at least 1 purchase or ATM transaction using the Debit Card, within 90 days prior to the event date/ date of the disputed purchase transaction.

Additionally, for accidental death claims, in the scenario of unfortunate demise of the cardholder before completion of 90 days, the Bank shall, on receipt of such a claim from the claimant (nominee of customer's account / legal heir), raise the claim with the Insurance Company on a best effort basis. However, acknowledgement of this claim by Tirupati Urban Co-operative Bank would not be an admission of liability, as the claim received will be processed & investigated by the Insurance Co & their decision will be final & binding. Tirupati Urban Co-operative Bank will not be liable for the decision taken by the Insurance Co.

#### TERMINATION:

The Cardholder may discontinue this facility any time by a written notice to the Bank accompanied by the Return of the Card cut into two diagonally. In the event charges are incurred on the Card after the Cardholder claims to have destroyed the Card, the Cardholder shall be entirely liable for the charges incurred on the Card whether or not the same are the result of the misuse and whether or not the Bank has been intimated of the destruction of the Card. In case of a dispute on any transaction, Cardholder can notify the Bank and the Bank can raise a chargeback as per regulations of Visa/ RuPay.

The Bank shall be entitled to discontinue this facility at any time by cancelling the Card by giving 30 days' notice and shall be deemed to have been received by the Cardholder within 30 days of posting to the Cardholders' address in India, last notified in writing to the Bank.

The Bank reserves the right to disclose customer information to any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies and any other wing of Central Government or State Government.

In case the Bank notices unusual and abnormal transaction patterns in the use of the Card, the Bank will try to establish contact with the customer on the registered phone number of the customer available on its records to verify the bonafideness of the card transaction. Failure on the part of the Bank to establish contact with the customer, the Bank may restrict/ terminate the use of the Card without any further notice, if the Bank reasonably believes it necessary in the interests of the Cardholder and / or for security reasons.

#### Indemnity:

I agree to indemnify the Bank against all liabilities, losses, damages and expenses which the Bank may sustain or incur either directly or indirectly as a result of :

Negligence / mistake or misconduct by me.

Breach or non-compliance of the rules/Terms and Conditions relating to the Card and the account.

Fraud or dishonesty relating to any transaction by me or my employees/ agents.

ATMs / EDC terminals are machines and errors could occur while in operation. I agree to indemnify the Bank for any such machine / mechanical errors/failures.





I shall indemnify and hold harmless the Bank from any and all consequences arising from me not complying with The Exchange Control Regulations of the RBI.

#### TERMS:

Tirupati Urban Co-operative Bank reserves the right to issue either Rupay/Visa Card to the customer.

The Cardholder shall be deemed to have unconditionally agreed to and accepted these Terms and Conditions by signing the Card application form, acknowledging the receipt of the Card in writing, by signing the reverse of the Card, by performing a transaction with the Card or by requesting of activation of the Card to the Bank/Phone Banking or once the deliverable has been delivered by the Bank at the address specified by the customer.

The Bank reserves the right to revise policies, features and benefits offered on the Card and alter these Terms and Conditions from time to time and may notify the Cardholder of any such alterations through an appropriate channel. The Cardholder will be bound by such alterations unless the Card is returned to the Bank for cancellation before the date upon which any alteration is to have effect.

The Bank may introduce new services from time to time. The existence and availability of the new functions will be notified to the Cardholder as and when they become available, through Tirupati Urban Co-operative Bank website or any mode of communication deemed fit by the Bank. The changed Terms and Conditions applicable to the new services shall be communicated to the Cardholder. By using these new services, the Cardholder agrees to be bound by the Terms and Conditions applicable.

These TERMS form the contract between the Cardholder and the Bank. By applying for Tirupati Urban Co-operative Bank Debit Card and accessing the service the Cardholder acknowledges and accepts these Terms and Conditions. These Terms and Conditions will be in addition to and not in derogation of the Terms and Conditions relating to any account of the customer.

### **13. EMAIL STATEMENTS**

I/We agree to not receive the Physical Account Statements, by default. If requested otherwise and I/We do not have an email ID registered with the Bank, then I/We understand that I shall receive the Physical Account statements as per the frequency defined by the Bank.

I/We understand that the email statements are for my/our convenience. Tirupati Urban Co-operative Bank shall not be liable or responsible for any breach of secrecy because the statements are being sent to the registered email ID.

I/We shall verify the authenticity of the emails I/We receive. I/We shall not hold the Bank responsible for any statement received from frauds/imposters. I/We shall not hold the Bank liable if any problem arises with my/our computer network because of me/ us receiving statements from the Bank.



I/We are authorised by the other holders to receive the Statements in the registered email address.

I/We shall inform the Bank in writing if there is any change in the information given.

The Bank shall not be responsible if I/we do not receive statement due to incorrect email address and technical reasons.

I/We confirm to have read and understood the Terms & Conditions.

I / We authorize the Bank to send the monthly statement of account to our email id as mentioned in the account opening form. I / We understand that all accounts linked to the Customer ID of the 1st applicant will be registered for Free Email Statements.

Customer shall examine the entries in the statement of account ('SOA'). The account holder will inform Tirupati Urban Co-operative Bank within 15 days of mailing the SOA of any irregularities or discrepancies identified by the account holder in the details mentioned in the statement failing which the same shall be deemed to be accepted by the account holder. The Bank reserves the right to rectify discrepancies in the statement of Account, if any, at any point of time. Duplicate statement of account shall be furnished to the customer on request through the various available channels

#### Important Note

The Customer ID registered should be of the primary account holder only.

Email Statements will not be dispatched in case a secondary account holder registers for the facility.

For Email Statement registered customers, FD advice will be sent through email. Physical advice will be discontinued. In case you wish to have a physical advice, you are requested to visit the nearest Tirupati Urban Co-operative Bank branch.

For Current Accounts the Customer ID of the Company should to be registered.

The facility is applicable for Savings Account, Current Account and Fixed deposits only.

The facility is available with monthly frequency only.

#### **14. PASSBOOK**

The Bank shall offer to all its Savings Account & Current Account customers (referred to in subsequent paragraph as "customers") passbook facility free of cost.

Customer to get their passbook updated from any branch on a regular basis. Customers are expected to examine the entries as reflected in the Passbook and immediately intimate the bank of any errors or omissions. The bank would then investigate the matter and rectify the discrepancy, if required.



Bank at its sole discretion may also, in addition to the passbook facility, decide to provide its customers with statement of accounts at monthly/quarterly/half yearly or any other frequency and mail the same to the address registered with the bank.

Entries in the Passbook are system generated and thus, do not require any authentication /signature by a Bank official.

The passbook only reflects the transactions details in the account and is to be used for verification of transactions. Balance as reflected in the passbook is not to be construed as a balance confirmation certificate issued by the bank.

Customer to ensure safe custody of the passbook and in case the pass book issued is either lost, stolen, destroyed or spoilt, customer to make an application to the bank for issuance of a duplicate passbook. The bank would issue duplicate Passbook with only the current month transactions after levying a nominal charge as specified in the Schedule of Charges.

## 15. AVERAGE MONTHLY BALANCE (AMB) CALCULATION

Average Monthly Balance is the average balance to be maintained in the account over a period of a month.

The Average Monthly Balance requirement is different for different types of accounts. Detail of the AMB for different accounts is given in the Services and Fees brochure and also updated on the Bank's website.

The Mode of Calculation of AMB: It is average of daily closing balance of each day spread over a month. For more detailed explanation, please refer to the example below

### Sample statement to illustrate example

Sr. No.	Date	Narration	Withdrawal/Deposit	Closing balance
1	01-Jan-12	Credit interest capitalized	50	4,000
2	10-Jan-12	ECS Credit-PKT	10,000	14,000
3	16-Jan-12	Cash Withdrawal	2,000	12,000
4	25-Jan-12	Cheque Deposit- MICR clearing	13,000	25,000

### AMB Calculation

Sr. No.	Time Period	Calculation	Amount (Rs)
1	EOD Balance from 01-Jan-17 to 9-Jan-17	4,000 x 9	36,000
2	EOD Balance from 10-Jan-17 to 15-Jan-17	14,000 x 6	84,000



3	EOD Balance from 16-Jan-17 to 24-Jan-17	12,000 x 9	1,08,000
4	EOD Balance from 25-Jan-17 to 31-Jan-17	25,000 x 7	1,75,000
	Total EOD Balance for the month of January 17		4,03,000
	Divided by the number of days in the month		31
	AMB		13,000

## 16. DOORSTEP BANKING SERVICES

These "Terms and Conditions" apply to and regulate the provision of services to be offered by Tirupati Urban Co-operative Bank for cash/cheque pick up and delivery of cash ("Services").

In these terms and conditions, the following words and phrases have the meaning stated hereunder unless indicated otherwise:

"Account" refers to the savings / current / operative account of the Account holder with Tirupati Urban Co-operative Bank in India, which is designated as eligible account by Tirupati Urban Co-operative Bank for the "Services".

"Customer" refers to an individual / entity having an account with Tirupati Urban Co-operative Bank and requesting for availing the Services for which request has been accepted by Tirupati Urban Co-operative Bank.

"Tirupati Urban Co-operative Bank " refers to Tirupati Urban Co-operative Bank Limited, a company incorporated under Section 22 of Banking Regulation Act 1949 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at 172, Shradhanadpeth, South Ambazari Road, NAGPUR - 440010.

"Instruction" refers to the requests made by the Customer for availing the services from Tirupati Urban Co-operative Bank.

"Services" shall mean the cash / Instrument pickup and delivery of cash, as per the "Process Guidelines" attached.

The Bank has appointed independent agencies ("Agencies") to carry out the Services. The Customer agrees and undertakes to pay to such charges as may be notified to the Customer by Tirupati Urban Co-operative Bank for organizing the Services. The Customer further agrees and confirms that the acknowledgement to be furnished by the Customer on the courier sheet/receipt would be a final and binding acknowledgement and confirmation of receipt of cash by the Customer.

The Customer agrees and undertakes to duly comply with its obligations in terms of the Process Guidelines as detailed in letter of acceptance sent to Tirupati Urban Co-operative Bank, and to duly remit the payments for the Services as detailed in letter of acceptance.



The limit for cash pick up / delivery shall be determined at the sole discretion of Tirupati Urban Co-operative Bank and the bank will have the right to change the limit from time to time without assigning any reason thereof. Customer shall be solely responsible and liable for complying with all applicable laws and regulations relating to the Services and shall keep and continue to keep Tirupati Urban Co-operative Bank fully absolved and indemnified with respect to any violation or failure to adhere to any such laws and regulations. Tirupati Urban Co-operative Bank at its sole discretion and without assigning any reasons, reserves its right to offer and or withdraw the Services either in partially or completely.

The Customer confirms that the cash/cheques deposited/withdrawn from time to time is lawfully collected/required or is in the Customer's possession or custody through or in the course of the Customer's regular and usual business and agrees to keep Tirupati Urban Co-operative Bank, its successors and assigns indemnified at all times from and against all the claims, losses, damages, costs, liabilities, actions, suits, proceedings and other consequences including but not limited to non-compliance of regulatory provisions, evasion or non-payment of any taxes or other statutory dues or by reason of Tirupati Urban Co-operative Bank arranging for providing of the Services.

Tirupati Urban Co-operative Bank shall not be liable for any inaccuracy, error or delay in, or omission of, any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance due either to any act or omission by Tirupati Urban Co-operative Bank due to "force majeure" (e.g., flood, extraordinary weather condition, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, equipment or software malfunction) or any other cause beyond the reasonable control of Tirupati Urban Co-operative Bank, and in case of tampering and unauthorised access to providing of Instruction, Instructions that are fraudulently or mistakenly written, altered or sent, and that the Instruction may not be received in whole or in part by the intended recipient.

The Customer hereby authorizes Tirupati Urban Co-operative Bank to charge the account held with Tirupati Urban Co-operative Bank with any sum of money that is payable by the Customer, if any, in connection with a transaction carried out by Tirupati Urban Co-operative Bank including bank charges for such transactions and the shortages if any, notwithstanding any other requirement contained in any law and practice including but not limited to Negotiable Instrument Act, 1881.

The Customer hereby indemnifies and agrees to keep Tirupati Urban Co-operative Bank indemnified against all and any costs, losses, damages, expenses (including all legal expenses on a full indemnity basis) or other liability sustained or incurred by Tirupati Urban Co-operative Bank as a result of Tirupati Urban Co-operative Bank accepting and acting on an Instruction given or deemed to have been given or purportedly given by the customer, including but not limited to the Customer handing over self/ bearer cheques to the agency appointed by Tirupati Urban Co-operative Bank in lieu of the cash delivered to the Customer premises without ensuring that the "Paid" stamp of the cash delivery agency is affixed on the cheque in the Customer's presence.

Under no circumstances, shall Tirupati Urban Co-operative Bank, its employees, directors involved in creating, producing, delivering or managing the cash/cheque collection and delivery services be liable for any direct, indirect, incidental, special or consequential



damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of cash/cheque pick-up and delivery services or resulting from unauthorized access or alteration of Facsimile Instruction or arising from interruption, suspension or termination of the cash/cheque collection and delivery services or any inability of Tirupati Urban Co-operative Bank to receive instructions, directions, orders or other communications from the Customer or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise except in case of wilful default or gross negligence on the part of Tirupati Urban Co-operative Bank.

The Customer agrees to comply with such security procedure as may be prescribed by Tirupati Urban Co-operative Bank from time to time for purpose of sending Instructions. The customer will be solely responsible for any consequences in case there are any lapses in the adherence of the laid down processes.

1. The Customer undertakes not to disclose the security procedure to any person except to the Customer's authorised representatives.
2. If the Customer or one of the Customer's authorised representatives is of the opinion or has reason to believe that the authentication procedure may be known by an unauthorised person, the Customer must notify Tirupati Urban Co-operative Bank immediately.
3. For cheque pick up; only account payee cheques will be handed over to the agency

All disputes if any will be subject only to the exclusive jurisdiction of the competent courts at Nagpur irrespective of the location where the services are offered.

The above terms and conditions are in addition to the Tirupati Urban Co-operative Bank's standard terms and conditions applicable to Tirupati Urban Co-operative Bank accounts. In case of any inconsistency between the terms and conditions governing the Service and the standard terms and conditions applicable to Tirupati Urban Co-operative Bank accounts this document shall prevail in relation to any transaction initiated under the Services.

The Bank will be responsible for the acts of omission and commission of the Agencies. However, this agreement does not entail any legal or financial liability on the bank for failure to offer doorstep services under circumstances beyond its control.

Customer shall execute a fax indemnity indemnifying Tirupati Urban Co-operative Bank in respect of facsimile instructions sent.

At any time, Tirupati Urban Co-operative Bank may give 3 days prior notice to the Customer, in such manner as it may deem fit, that it shall not accept further Instructions and that notice shall be deemed to be effective against the Customer on receipt of the same. A Customer will be deemed to have received the same immediately in case Tirupati Urban Co-operative Bank sends the notice through facsimile or after two (2) days in case the notice is sent by post/courier.

The Bank reserves the right to appoint any other Agency to provide the services to the customer, and change the branch (Nodal Branch) for deposit of cash, and / or revise the timings for cash pickup / delivery from time to time.



At any time, Tirupati Urban Co-operative Bank may give 30 days prior notice to the Customer, in such manner as it may deem fit, for any changes in the tariffs / service charges related to the services defined in this document. A Customer will be deemed to have received the same immediately in case Tirupati Urban Co-operative Bank sends the notice through facsimile, email or after two (2) days in case the notice is sent by post/courier.

These "Services" are a mere extension of Banking Services offered at the branch & are being provided at the sole discretion of Tirupati Urban Co-operative Bank & does not provide any right to the customer to claim the services at his doorstep.

The Client acknowledges and agrees that the requests and Instruction for:

Delivery of cash, demand drafts to the Client may be undertaken by Tirupati Urban Co-operative Bank only if the request/Instruction is made by a facsimile transmission as per the procedure mentioned in the 'service request form' sent by Tirupati Urban Co-operative Bank to the Client.

The Client must ensure that every Instruction to be sent through facsimile transmission is sent on Tirupati Urban Co-operative Bank's printed form (if any) applicable to the particular transaction and account at the time. If an Instruction through facsimile transmission is sent by the Client otherwise than on Tirupati Urban Co-operative Bank 's printed form and is accepted by Tirupati Urban Co-operative Bank, such Instruction shall be subject to the terms and conditions on Tirupati Urban Co-operative Bank's printed form.

The Client agrees and understands that Tirupati Urban Co-operative Bank shall act upon the Instructions sent by facsimile only if in the opinion of concerned officer of Tirupati Urban Co-operative Bank such Instructions are clear and unambiguous. The decision of the officer of Tirupati Urban Co-operative Bank whether any such Instructions are clear and ambiguous or not and all actions of Tirupati Urban Co-operative Bank thereof shall be conclusive and binding on the Client. This clause shall not preclude Tirupati Urban Co-operative Bank from exercising its absolute discretion to act or not to act on any or all Instructions.

The Client agrees and acknowledges that transmission of information through facsimile or telephone is not a secure means of sending information and may be subject to tampering and unauthorized access, fraudulently or mistakenly written, altered or sent, and not be received in whole or in part by the intended recipient, which may be including but not limited to:

- i. the Instructions may be fraudulently written or altered.
- ii. the Instructions may reach Tirupati Urban Co-operative Bank in jumbled state or in a manner or shape that it may be misunderstood.
- iii. the Instructions may not be received by Tirupati Urban Co-operative Bank or the facsimile machine may be unattended to at the time of receipt of Instructions and/or may be received by Tirupati Urban Co-operative Bank only partially.
- iv. there may be a mistake in understanding the message.

The Client shall continue to be bound by all or any action of Tirupati Urban Co-operative Bank in complying with the Instructions given to Tirupati Urban Co-operative Bank by facsimile even if such



Instruction has been countermanded by a subsequent Instruction or any written order or direction of the Client, if Tirupati Urban Co-operative Bank has already commenced acting upon the first of such Instructions (without prejudice to it having received and acted upon a subsequent Instruction or written order or direction) or even in the event the facility as specified of receiving Instructions has been discontinued or suspended.

The Client agrees that Tirupati Urban Co-operative Bank shall not be liable if:

- a) the Client has breached any of the Terms and Conditions, contained herein or
- b) the Client has contributed to or the loss is a result of failure on part of the Client to advise Tirupati Urban Co-operative Bank within a reasonable time about unauthorized access of or erroneous transactions in the Account by use of the Services;

The Client agrees that Tirupati Urban Co-operative Bank may at such times as Tirupati Urban Co-operative Bank may deem fit, request the Client to approach Tirupati Urban Co-operative Bank branch with the acknowledgement provided by the agent to the Client at the time of the execution of the Instruction.

Tirupati Urban Co-operative Bank may, at its sole and absolute discretion, act on any request or Instruction made by the Client Tirupati Urban Co-operative Bank, or which Tirupati Urban Co-operative Bank reasonably believes to have been made by the Client.

The Client agrees and acknowledges to waive off its 'right to claim' for the Services to be provided at its doorstep and that Tirupati Urban Co-operative Bank is under no obligation whatsoever to accept an Instruction through facsimile transmission or telephonically. Further, without limiting the generality of the foregoing, Tirupati Urban Co-operative Bank shall not be deemed to have accepted any Instruction unless and until Tirupati Urban Co-operative Bank receives the complete Instruction on a business day and during the normal business hours of Tirupati Urban Co-operative Bank.

The Client is responsible for the accuracy and authenticity of the Instructions provided to Tirupati Urban Co-operative Bank and the same shall, subject to these Terms and Conditions, be considered to be sufficient to provide the Services. Tirupati Urban Co-operative Bank shall not be required to independently verify the veracity, authenticity or validity of the Instructions. Tirupati Urban Co-operative Bank shall have no liability if it does not or is unable to stop or prevent the carrying out of or the execution/implementation of an Instruction that is subsequently countermanded by the Client. Where Tirupati Urban Co-operative Bank considers the Instructions to be inconsistent or contradictory it may seek clarification from the Client before acting on any Instruction of the Client or act upon any such Instruction as it deems fit. Tirupati Urban Co-operative Bank has no liability or obligation to keep a record of the Instructions to provide information to the Client or for verifying Client's Instructions. Tirupati Urban Co-operative Bank may refuse to comply with the Instructions without assigning any reason or notice and shall not be under any duty to assess the prudence or otherwise of any Instruction and have the right to suspend the operations through the Services or carrying out of Instructions if it has reason to believe that the Client's Instructions will lead or expose to direct or indirect loss to Tirupati Urban Co-operative Bank, or Tirupati Urban Co-operative Bank may require an indemnity and/or





other security/comfort from the Client before continuing to restore/perform the Services and/or Instructions.

The Client acknowledges and agrees that the Instructions for the Services shall be processed by Tirupati Urban Co-operative Bank only if the same are received by Tirupati Urban Co-operative Bank in the prescribed time and manner.

The Client agrees and acknowledges that the Services shall be provided by Tirupati Urban Co-operative Bank at the communication address of the Client available with Tirupati Urban Co-operative Bank at the time of the Client applying for availing the Services. In case of any request provided by the Client for getting the communication address changed in the records of Tirupati Urban Co-operative Bank in a manner as may be prescribed by Tirupati Urban Co-operative Bank, such changed communication address shall be used by Tirupati Urban Co-operative Bank for providing the Services to the Client.

The Client agrees, confirms and undertakes to pay to Tirupati Urban Co-operative Bank such charges/fees/expenses as may be notified to the Client by Tirupati Urban Co-operative Bank at its sole discretion from time to time for organizing the Services. The Client further agrees and confirms that the acknowledgement and confirmation receipt to be furnished by the Client on the sheet provided by the agency would be a final and binding acknowledgement and confirmation of receipt of documents by the Client.

The Client confirms that Tirupati Urban Co-operative Bank is authorized to debit the Clients' account with amounts in pursuance to any Instructions under the facility notwithstanding any other requirement contained in any law and practice including but not limited to Negotiable Instrument Act, 1881.

16.31. Under no circumstances, shall Tirupati Urban Co-operative Bank, its employees, directors involved in providing the Services be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of the Services resulting from unauthorized access or alteration of Facsimile Instruction or arising from interruption, suspension or termination of the cash/cheque collection and de-livery services or any inability of Tirupati Urban Co-operative Bank to receive instructions, directions, orders or other communications from the Customer or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise except in case of wilful default or gross negligence on the part of Tirupati Urban Co-operative Bank. Provided that notwithstanding anything to the contrary contained herein, the aggregate liability of Tirupati Urban Co-operative Bank under this arrangement shall not exceed the service charges received by Tirupati Urban Co-operative Bank from the Customer under this arrangement.



The Client hereby indemnifies and agrees to keep Tirupati Urban Co-operative Bank indemnified against all and any costs, losses, damages, expenses (including all legal expenses on a full indemnity basis) or other liability sustained or incurred by Tirupati Urban Co-operative Bank as a result of Tirupati Urban Co-operative Bank accepting and acting on an Instruction given or deemed to have been given or purportedly given by the Client, including but not limited to the Client, the Client handing over self/ bearer cheques to the cheque pick-up / delivery agency appointed by Tirupati Urban Co-operative Bank in lieu of the cash delivered to the Client premises without ensuring that the "Paid" stamp of the cash de-delivery agency is affixed on the cheque in the Client's presence.

The Client hereby authorizes Tirupati Urban Co-operative Bank to charge the Account held with Tirupati Urban Co-operative Bank with any sum of money that is payable by the Client, if any, in connection with a transaction carried out by Tirupati Urban Co-operative Bank including bank charges for such transactions in reliance on an instruction.

The Client undertakes to confirm in writing every Instruction (by sending the original physical copy of the Instruction to Tirupati Urban Co-operative Bank). The Client hereby authorizes that Tirupati Urban Co-operative Bank shall be absolutely entitled to accept and act on an Instruction prior to receiving written confirmation from the Client and that any action taken in pursuance of the Instruction shall be valid even if such written confirmation is not received by Tirupati Urban Co-operative Bank.

At any time, Tirupati Urban Co-operative Bank may give notice to the Client, in such manner as it may deem fit, that it shall not accept further Instructions and that notice shall be deemed to be effective against the Client on receipt of the same. A Client will be deemed to have received the same immediately in case Tirupati Urban Co-operative Bank sends the notice through facsimile or after two (2) days in case the notice is sent by post/ courier.

Tirupati Urban Co-operative Bank reserves the right to charge and recover from the Client fees along with applicable taxes for availing the Services at any time as it may deem fit. Failure to pay the charges/fees (including applicable taxes) on or before the specified date will render the Client liable for payment of interest at such rate as may be stipulated by Tirupati Urban Co-operative Bank and/or withdrawal of the Services without any liability to Tirupati Urban Co-operative Bank.

The Services provided to the Client is not transferable under any circumstance and shall be used only by the Client. However, Tirupati Urban Co-operative Bank shall have the right to transfer, assign or sell all its rights under these terms, shall continue to be in force and effect for the benefit of the successors and assigns of Tirupati Urban Co-operative Bank.

Tirupati Urban Co-operative Bank shall have the absolute discretion to amend or supplement any of the Terms and Conditions, features and benefits offered on the Services including, without limitation to, changes which affect charges or rates and methods of calculation at any time. The Client shall be liable for all charges incurred and all other obligations under these



revised Terms and Conditions until all the amounts under the Services so provided by Tirupati Urban Co-operative Bank are repaid in full. Tirupati Urban Co-operative Bank may communicate the amended Terms and Conditions by hosting the same on its website or in any other manner as decided by Tirupati Urban Co-operative Bank. The Client shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on the website of Tirupati Urban Co-operative Bank and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Services.

Tirupati Urban Co-operative Bank may, at its discretion, withdraw temporarily or terminate the Services, either wholly or in part, at any time without giving prior notice to the Client. Tirupati Urban Co-operative Bank may, without prior notice, suspend the Services at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Services. Tirupati Urban Co-operative Bank shall Endeavour to give a reasonable notice for withdrawal or termination of the Services.

At any time, Tirupati Urban Co-operative Bank may give notice to the Client, in such manner as it may deem fit, including but not limited to, posting the notice on bank site on the Terms and Conditions page that it shall not accept further Instructions and that notice shall be deemed to be effective against the Client on receipt of the same.

Tirupati Urban Co-operative Bank may suspend or terminate the Services without prior notice if the Client has breached these Terms and Conditions or Tirupati Urban Co-operative Bank learns of the death, bankruptcy or lack of legal capacity of the Client.

These Terms and Conditions shall be governed by the laws of India. The Parties hereby agree that any legal action or proceedings arising out of the Terms and Conditions shall be brought in the courts or tribunals at Nagpur in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. Tirupati Urban Co-operative Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms and Conditions in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction. Any provision of the Terms and Conditions which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms and Conditions or affect such provision in any other jurisdiction.

Tirupati Urban Co-operative Bank reserves the right to revise the policies, features and benefits offered through the Services from time to time and may notify the Client of any such revisions/changes in any manner as deemed appropriate. The Client will be bound by such revisions/changes unless the Client terminates the Services.

The Client shall comply with all such terms and conditions as Tirupati Urban Co-operative Bank may prescribe from time to time for the Services availed of by the Client. All such transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, tele service operations (whether



voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of Tirupati Urban Co-operative Bank, for and in respect of such facilities/ services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed by Tirupati Urban Co-operative Bank for such facilities/ services, as may be prescribed from time to time.

## **17. IMPORTANT NOTICE FOR USA CUSTOMERS**

As part of various ongoing tax and regulatory developments around the globe (e.g. FATCA), financial institutions such as Tirupati Urban Co-operative Bank are being cast with additional investor and counterparty account related due diligence requirements. Foreign Account Tax Compliance Act (FATCA) is an U.S. tax initiative that requires all financial institutions to report information to the relevant tax authorities about US accounts or accounts of certain entities in which U.S. persons hold a substantial ownership interest. Similar initiatives are taking place at the behest of many other countries.

Tirupati Urban Co-operative Bank is taking appropriate measures in order to become FATCA compliant, subject to local regulations. It would also have to comply with other similar laws, going forward. Towards compliance with FATCA and similar laws, we would be required to seek additional personal, tax and beneficial owner information and certain certifications and documentation from our investors and counterparties. Such information may be sought either at the time of account opening or any time subsequently.

The onus to provide accurate, adequate and timely inputs in this regard would be that of the account holder or counterparty. In this regard, any change in the status or information or certification previously provided should also be intimated to Tirupati Urban Co-operative Bank within 30 days. In the appropriate cases and also especially in case of any omission, delay or failure in providing such information, we would/ may be constrained to report relevant information pertaining to the account to domestic or foreign tax authorities.

For the purposes of such regulations, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. As may be required by domestic or overseas regulators/ tax authorities, we may also be constrained to withhold and pay out any sums from your account or close or suspend your account(s).

We will be unable to provide advice you about any tax status or FATCA classification relevant to your account. It is your responsibility to ensure that you record your correct tax status/ FATCA classification. You may seek advice from your tax advisor in this regard.

## **18. OTP (One Time Password)**

- The Bank may at its sole discretion send any communication, Password (as defined hereinafter) or any other information to the Customer's registered mobile number or any other mobile number, which it may have in its records or otherwise, as it deems



appropriate. In case of multiple accounts held with the Bank, the Bank has the right to update the Customer's registered mobile number from any account held with the Bank by the Customer.

- The Bank may at its discretion send the Customer a password, code or One Time Password (OTP) or passcode (collectively, "Password") as a method of authenticating the identity of the Customer as also for enabling the Customer to transact with the Bank or complete transactions with the Bank by using such Password, including signing, accepting, authenticating of any loan or security contract, applicable or any other document, will be binding upon the Customer.
- The Bank does not assume any responsibility whatsoever in case of failure on behalf of the Customer to correctly enter the Password. The Bank further does not assume any responsibility whatsoever in case the Customer lapses in safe keeping of the Password or in case of any misuse or unauthorized use of the Password
- The Bank is not responsible for any failure in the transaction on account of any problem with the Customer's mobile phone network or any other issue in the mobile phone or the SIM card of the Customer, over which the Bank has no control.
- The Customer shall keep the Customer's mobile phone or SIM card active, safe and in the possession of the Customer at all times. The Customer shall not allow the use of the Customer's mobile phone or SIM card by any other person.
- In case of any loss or theft of the Customer's mobile phone and/or or SIM card, the Customer shall de-register or block such a mobile phone and/or the SIM card with its service provider on an urgent and immediate basis. The Customer shall also inform the Bank of such a loss or theft. The Bank shall not be responsible for any unauthorized use of the mobile phone or SIM card on account of such loss or theft. The Customer is obligated to keep the mobile phone and the data therein and Passwords and usage there of confidential at all times and shall ensure that the mobile phone and the data therein is not shared with any other person under any circumstances. The Customer shall not create a copy or duplicate of the data in the mobile phone or save such data except for the purposes of using the same as permitted or required by the Bank.

## 19. Corporate Net Banking & Corporate Mobile Banking

Tirupati Urban Co-operative Bank Limited herein after referred as "Tirupati Urban Co-operative Bank", operates and maintains

a website and mobile application, offering online Banking and Transaction services:

- I. In the form of Corporate Internet Banking comprising of user setup, payments, collections, bill payments and such other similar services that may be offered in future, and
- II. In the form of Corporate Mobile Banking comprising of functionalities like funds transfer, bill payments and approval of transactions initiated on other websites/platforms displaying account information and other similar services that may be offered in future.

## DEFINITIONS

In this document the following words and phrases have the meaning set opposite them,



unless the context indicates otherwise:

1. "Tirupati Urban Co-operative Bank Limited" refers to Tirupati Urban Co-operative Bank, an Urban Co-operative Bank under Banking Regulation Act 1949 having its registered office at 172, Shradhanandpeth, South Ambazari road, Nagpur-440010, which term shall include its successors and assigns.
2. "Affiliate" shall mean group company, Person or entity owned and controlled by Tirupati Urban Co-operative Bank. Here "Person" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.
3. "Account" refers to the Client's Current Account and/ or any other type of account so designated by Tirupati Urban Co-operative Bank to be eligible account(s) for operation of the Online Services. The account(s) for which the Online Services is availed should be in the name of the Client.
4. "Business Day" refers to a day (other than Sunday or a public holiday) on which TUCB Bank's branches are generally open for business transaction.
5. "Client" refers to a customer of Tirupati Urban Co-operative Bank availing online banking and Transaction services in the form of Corporate Internet Banking comprising of payments services like fund transfer, bulk upload, user setup, report generation and such other similar services that may be offered in future as well Corporate Mobile Banking comprising of functionalities like funds transfer, bill payments and approval of transactions initiated through on websites/platforms, displaying account information and other similar services that may be offered in future (hereinafter referred to as Online Services).
6. "Client Information" refers to the information about the Client obtained by Tirupati Urban Co-operative Bank in connection with any of the Online Services availed/proposed to be availed by the Client.
7. "Corporate Mobile Banking" refers , "Corporate Mobile Banking Service" or "Corporate Mobile Banking Services" refers to Tirupati Urban Co-operative Bank's Internet services through which access is provided to account information, products and other services including functionalities like funds transfer, bill payments and approval of transactions initiated on other websites/platforms displaying account information and other similar services that may be offered in future as advised by Tirupati Urban Co-operative Bank from time to time to Tirupati Urban Co-operative Bank's customers through Internet on the Mobile Application. Such Corporate Mobile Banking services may be provided by Tirupati Urban Co-operative Bank directly or through its associates or contracted service providers.
8. "Client Password" means the password or other means of authentication as Tirupati Urban Co-operative Bank may specify, from time to time provided to/required to be provided by the Client for accessing its accounts with Tirupati Urban Co-operative Bank, using which the Client may carry out, authorize or authenticate the Transactions.



9. "Corporate Net Banking" is the trade name of Tirupati Urban Co-operative Bank's Corporate Internet Banking Service. The words Corporate Internet Banking and Internet Banking Service are used interchangeably in this document.
10. "Internet Banking Services", "Internet Banking Service" or "Internet Banking" refers to Tirupati Urban Co-operative Bank's Internet services through which access is provided to account information, products and other services as advised by Tirupati Urban Co-operative Bank from time to time to Tirupati Urban Co-operative Bank's customers through the Internet on the Website. Such Internet Banking Services may be provided by Tirupati Urban Co-operative Bank directly or through its associates or contracted service providers.
11. "Mobile Application" shall mean the mobile banking application owned, operated and maintained by Tirupati Urban Co-operative Bank for inter alia offering its Online Services to its Client which can be installed on the mobile phone handset of Users. The Mobile Application acts as a facilitator for transactions between Tirupati Urban Co-operative Bank and its Affiliates (collectively referred to as Tirupati Urban Co-operative Bank) and Client and it shall not be deemed to provide automatic order matching facilities.
12. "Personal Information" means the information provided by the Client to Tirupati Urban Co-operative Bank in the application form for availing any of the Online Services, as may be provided by Tirupati Urban Co-operative Bank from time to time
13. "Transaction" means any transaction for purchase or any other financial, fiscal and monetary instrument or banking or other services now existing or being availed of or hereafter entered into or to be provided between/by Tirupati Urban Co-operative Bank and/to the Client. Tirupati Urban Co-operative Bank may decide to permit other Transactions or to discontinue existing Transactions from time to time, which shall be communicated in such form or manner as Tirupati Urban Co-operative Bank may determine.
14. "User" refers to a person authorized by the Client who would be actually operating the Online Services as agent of the Client. In the case of Client being a Company, the Board of Directors, and in the case of an Client being a corporate body other than a company, the governing body having substantial power of management and control over such corporate body shall authorize specific person(s) (hereinafter referred to as User) who will be allowed to have access to the Online Services for and on behalf of the Client and the said authorization by means of a Board Resolution, Power of Attorney or Mandate, as the case may be, will be registered with Tirupati Urban Co-operative Bank. Any communication addressed to the User by Tirupati Urban Co-operative Bank is deemed to have been addressed to the Client as well. Similarly, any communication and/or action of the User through the Online Services offered by Tirupati Urban Co-operative Bank will be legally binding on the Client.
15. "User ID" means the user identification provided to the Client by Tirupati Urban Co-operative Bank to enable access to its accounts with Tirupati Urban Co-operative Bank.



16. "Website" refers to [www.aubank.in](http://www.aubank.in), which is owned, operated and maintained by Tirupati Urban Co-operative Bank for inter alia offering its Online Services to its Client. The Website acts as a facilitator for transactions between Tirupati Urban Co-operative Bank and its Affiliates (collectively referred to as Tirupati Urban Co-operative Bank) and Client and it shall not be deemed to provide automatic order matching facilities. The products and services offered through the Website may include, but not be limited to, online transaction engines, analytical tools such as information, news, trackers, calculators and risk mitigators.

## INTERPRETATION

All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation". All Transactions are entered into in reliance on the fact that the Online Terms and Conditions and all other terms and conditions specified are to be read together. In this document, all references to the Client and/or User being referred in masculine gender will also include the feminine gender.

## CORPORATE INTERNET BANKING SERVICES AND CORPORATE MOBILE BANKING SERVICES

Tirupati Urban Co-operative Bank shall endeavor to provide to the Client through Corporate Internet Banking and Corporate Mobile Banking, services such as online banking and transaction services in the form of Corporate Internet Banking and / or Corporate Mobile Banking which would enable the Client to enquire and receive the balance information, details about transactions, statement of account, request for transfer of funds and such other facilities as Tirupati Urban Co-operative Bank may decide to provide from time to time. Tirupati Urban Co-operative Bank may also make additions/ deletions to the services offered through Corporate Internet Banking and / or Corporate Mobile Banking at its sole discretion. The availability/non-availability of a particular service shall be advised through email, web page of Tirupati Urban Co-operative Bank, the Mobile Application or written communication. The client is made aware that the information provided to the Client through the Internet Banking Service or Corporate Mobile Banking Service is not updated continuously but at regular intervals.

Consequently, any information supplied to the Client through Corporate Internet Banking and / or Corporate Mobile Banking will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the Client. Tirupati Urban Co-operative Bank shall not be liable for any loss that the Client may suffer by relying on or acting on such information.

As part of the Corporate Internet Banking Service and / or Corporate Mobile Banking Service, Tirupati Urban Co-operative Bank may provide the Client access to data / information/ reports compiled / provided by a third party. Tirupati Urban Co-operative Bank does not give any representation or warranty as to the accuracy / veracity of such data / information / reports. Further, the Client shall not disseminate, publish or circulate such data / information/ report or any part thereof without the prior consent of Tirupati Urban Co-operative Bank and the third party (as the case may be).

Tirupati Urban Co-operative Bank may keep its records of the Transactions in any form it wishes. In case of any dispute, Tirupati Urban Co-operative Bank's records shall be binding as the conclusive and best evidence of the Transactions carried out through Corporate Internet Banking and / or Corporate Mobile Banking in the absence of clear proof that





Tirupati Urban Co-operative Bank's records are erroneous or incomplete.

Any request for any Online Service, which is offered as a part of Corporate Internet Banking and / or Corporate Mobile Banking and all the terms and conditions thereof, shall be binding on the Client as and when Tirupati Urban Co-operative Bank receives such a request.

If any request for an Online Service is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the Client, Tirupati Urban Co-operative Bank shall not be required to act on the request until it receives such documentation from the Client. Tirupati Urban Co-operative Bank may in its sole discretion permit the Client to submit such documentation online, authenticated by Client Password in which event the Client hereby agrees that such document shall be attributed to the Client as per the provisions of the Information Technology Act, 2008, as amended from time to time and further that the Client shall be solely responsible to ensure that the documents submitted hereunder are legal and valid in all respects.

Tirupati Urban Co-operative Bank shall take all reasonable care to, ensure the security of and to prevent unauthorized access to Corporate Internet Banking and / or Corporate Mobile Banking using technology reasonably available to Tirupati Urban Co-operative Bank.

The Client shall ensure that Corporate Internet Banking and / or Corporate Mobile Banking or any related service is not used for any purpose which is illegal, or which is not authorized in terms of these Terms and Conditions or which is improper.

#### ACCESSING ONLINE SERVICES

Tirupati Urban Co-operative Bank may offer Online Services to selected Clients at its discretion. The Client would need to be an Internet user or have legal access to the Internet and knowledge of how the Internet works. Tirupati Urban Co-operative Bank will advise from time to time the Internet software such as Browsers and updates of Mobile Application which are required for accessing the Online Services. There will be no obligation on Tirupati Urban Co-operative Bank to support all the versions of this Internet software.

#### NOTICES

Tirupati Urban Co-operative Bank and the Client may give notices under these terms:

1. By E-mail 2. By delivering written communications by hand or by sending them by post to the last address given by the Client and in the case of Tirupati Urban Co-operative Bank to the below mentioned address. Tirupati Urban Co-operative Bank Limited, 172, Shradhanandpeth, South Ambazari Road, Nagpur-440010.

In addition, Tirupati Urban Co-operative Bank may also publish notices of general nature on its Website/Mobile Application, which are applicable to all Clients. Such notices shall have the same effect as a notice served individually to each Client.

#### AUTHENTICATION PROCEDURE

1. The Client acknowledges, represents and warrants that the Client Password which will be issued to it, provides access to Client's account and that Client is the sole and exclusive owner and is the only authorized user of the Client Password and accepts sole responsibility for use, confidentiality and protection of the Client Password, as well as for all orders and information changes



entered into Client's account using such Client Password. The Client grants express authority to Tirupati Urban Co-operative Bank for carrying out Transactions and giving effect to instructions or relying on documents authenticated by the Client Password and that such Transactions, instructions and documents shall be binding on the Client. Tirupati Urban Co-operative Bank would have the right to require the Client to authorize use, operate or otherwise authorize, the Transactions or given instructions or execute documents by means of digital signatures or other means of authentication as Tirupati Urban Co-operative Bank may require and/or discontinue the usage of the Client Password. The Client shall comply with such guidelines, instructions or terms as Tirupati Urban Co-operative Bank may prescribe from time to time with respect to the Client Password.

2. The Client shall comply and confirm with the prescribed requirements for the purposes of due authentication: The Client agrees to confirm to the prescribed authentication technologies and security measures required for Transactions and undertakes to take all reasonable steps to ensure that the Client Password is not revealed to any third Party.
  - a. The User would be allotted a Corporate Id, User-Id and a link to create Password by Tirupati Urban Co-operative Banking the first instance. The link to create Password is supplied by Tirupati Urban Co-operative Bank to enable the Client to setup a password and access the Account in the first instance. As a safety measure the User shall change the Password as frequently thereafter as possible. In addition to User-Id and Password Tirupati Urban Co-operative Bank may, at its discretion, advise the User to adopt other means of authentication.
  - b. The Client is entirely responsible for the safekeeping and use of the User ID and Password and will be responsible for any damages and other consequences of their misuse. As a precautionary measure, the link with the Corporate Internet Banking service and / or Corporate Mobile Banking service will be interrupted after three wrong entries of the User ID and/or Password.
  - c. The Client must exercise due care to see that the confidentiality of the Password and User ID is maintained. If third parties gain access to the services, including Client's accounts, Client shall be solely responsible or any consequences which may arise and shall indemnify Tirupati Urban Co-operative Bank against any liability, costs or damages incurred or suffered by Tirupati Urban Co-operative Bank arising out of claims or suits by any person including but not limited to such third parties based upon or relating to such access and use.
  - d. Tirupati Urban Co-operative Bank has no obligation to verify the authenticity of any Transaction instruction sent or purported to have been sent from the Client or any documentation submitted or purported to have been submitted by the Client whether online, through the Mobile Application or otherwise, other than by means of verification of the Password. The Client accepts full responsibility for the monitoring and safeguarding of Client's accounts and all transactions associated with it.
  - e. The Client shall ensure that the User shall not attempt to access the information and other details stored in the computers of Tirupati Urban Co-operative Bank through any means other than the Online Services. The Client should also ensure that unauthorized persons are not allowed to



- access its Account(s).
- f. The Client shall ensure that the User shall not use the facilities provided as a part of the Online Services to attempt to access information stored in the computers of Tirupati Urban Co-operative Bank that pertains to accounts of a third party with Tirupati Urban Co-operative Bank or transactions between Tirupati Urban Co-operative Bank and any third party.
  - g. The Client understands and agrees that the Password is for the purpose of verifying the authenticity of the Transactions undertaken by the Client and shall have the same effect as the specimen signature of authorized signatory of the Client and the Client shall be bound by the Transactions initiated by use of the Client Password.
  - h. Tirupati Urban Co-operative Bank shall advise the Client that it must ensure that the User:
    - 1) Keep the User ID and Password confidential and do not reveal the Password to any third party.
    - 2) Choose a Password which shall be at least 6 characters and does not relate to any readily accessible personal data such as name, address, telephone number, etc. of the Client or any other easy combination of letters and numbers;
    - 3) Commit the User ID and Password to memory and not record them in written or electronic form
    - 4) Do not let any unauthorized person have access to the Client's computer and not to leave the computer unattended whilst accessing any product and/or service, the Mobile Application or the Website.
    - 5) If the User forgets or loses the User ID or Password, the Client can request for change of the Password by sending a duly authorized written request to Tirupati Urban Co-operative Bank. For doing a successful Transaction using the Online Services of Tirupati Urban Co-operative Bank, the Client may be asked to authenticate the Transaction by using one or more modes of authentication including transaction password, one-time password (OTP) or any other mode of authentication as Tirupati Urban Co-operative Bank may deem necessary. In case of 3 consecutive attempts of incorrect numeric values entered for any authentication mode, such authentication mode shall get disabled and the Client shall be required to submit a request for enabling the same at any branch of Tirupati Urban Co-operative Bank.

#### INSTRUCTIONS, ETC. BY THE CLIENT

An instruction, order, direction, request entered using Client's password shall be deemed to be an instruction, order, directive, request received from the Client or its duly authorized representative or Client's duly authorized designee's. All instructions, requests, directives, orders, directions, entered by the Client, either electronically or otherwise, are based upon the Client's decisions and are the sole responsibility of the Client. The Client understands that entering an instruction, direction, order, request with Tirupati Urban Co-operative Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order or request. Tirupati Urban Co-operative Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the Client until it confirms the receipt of such instruction, direction, order, request.



## COMMUNICATIONS THROUGH ELECTRONIC MEANS

Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website and/or the Mobile Application. Tirupati Urban Co-operative Bank would be deemed to have fulfilled its legal obligation to deliver to the Client any document if such document is sent via electronic means. Failure to advise Tirupati Urban Co-operative Bank by the Client of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation by the Client regarding the acceptance of the document. Monitoring and Recording Telephone conversations and email. For the protection of the parties, and as a tool to correct misunderstandings, the Client understands, agrees and authorizes Tirupati Urban Co-operative Bank, at its discretion, without any obligation and without further prior notice to the Client, to monitor and record any or all telephone conversations or electronic communications between the Client and Tirupati Urban Co-operative Bank and any of its employees or agents.

## MINIMUM BALANCE AND CHARGES

The Client shall maintain at all times such minimum balance in Account(s), as Tirupati Urban Co-operative Bank may stipulate from time to time. Tirupati Urban Co-operative Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation Tirupati Urban Co-operative Bank may levy service charges for use of Corporate Internet Banking and / or Corporate Mobile Banking, which will be notified by Tirupati Urban Co-operative Bank to the Client from time to time. Any change in such service charges will also be notified to the Client. The Client authorizes Tirupati Urban Co-operative Bank to recover all charges related to Corporate Internet Banking and / or Corporate Mobile Banking as determined by Tirupati Urban Co-operative Bank from time to time by debiting one of the Client's Accounts. Tirupati Urban Co-operative Bank may withdraw the Corporate Internet Banking services and / or Corporate Mobile Banking services, if at any time the amount of deposit falls short of the required minimum as aforesaid and/or if the service charges remain unpaid, without giving any further notice to the Client and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

## 19. 10 FUNDS TRANSFER

The Client shall not use or attempt to use Corporate Internet Banking and / or Corporate Mobile Banking for funds transfer without sufficient funds in the relative Account or without a pre-existing arrangement with Tirupati Urban Co-operative Bank for the grant of an overdraft. Tirupati Urban Co-operative Bank will endeavor to effect such funds transfer transactions received through Corporate Internet Banking and / or Corporate Mobile Banking provided there are sufficient funds available in the Account. Tirupati Urban Co-operative Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the reasonable control of Tirupati Urban Co-operative Bank. If fund transfer is made available to the Client, it may be used for transfer of funds from Account of the Client to other accounts belonging to third parties maintained at Tirupati Urban Co-operative Bank and/or at any other Bank which falls under the allowed network of Reserve Bank of India's Electronic Fund Transfer system. Only such User who has been specifically authorized by the Client in this behalf shall operate the fund transfer



facility. Such User will be allowed to transfer funds using Corporate Internet Banking and / or Corporate Mobile Banking in accordance with the mandate / resolution submitted by the Client. If the mandate given by the Client does not mention any upper limit for the transfer of funds or the mandate given by the Client reads as “unlimited”, “no limit” or “indefinite”, then Tirupati Urban Co-operative Bank shall, at its sole discretion, be entitled to impose such limits for any funds transfer as it may decide and all transactions for amounts beyond such limits would be rejected. Tirupati Urban Co-operative Bank shall be entitled to impose limits on the amount of funds that may be transferred through use of Corporate Internet Banking services and / or Corporate Mobile Banking service. Tirupati Urban Co-operative Bank will notify such limits to the Client. The Client further agrees not to credit the non-resident rupee account of any person through the Corporate Internet Banking services and / or Corporate Mobile Banking service.

#### ADVERTISING OR PUBLICITY

The Client shall at no time use or associate the name or marks of Tirupati Urban Co-operative Bank with its own name or refer to Tirupati Urban Co-operative Bank in any advertising or publicity releases or during any of its promotional or marketing activities without the prior written consent of Tirupati Urban Co-operative Bank.

#### AUTHORITY TO TIRUPATI URBAN CO-OPERATIVE BANK

Access to the Banking transactions in the Account(s) are permitted through Corporate Internet Banking and/or Corporate Mobile Banking by Tirupati Urban Co-operative Bank only after due authentication of the User by any means including Corporate Internet Banking and / or Corporate Mobile Banking User-ID and Client Password. The Client grants express authority to Tirupati Urban Co-operative Bank for implementing the instructions given by the User. Tirupati Urban Co-operative Bank shall have no obligation to verify the authenticity of any transaction / instruction received or purported to have been received from the User and / or the Client through Corporate Internet Banking and / or Corporate Mobile Banking or purporting to have been sent by the Client via Corporate Internet Banking and / or Corporate Mobile Banking other than by means of verification of the Corporate Internet Banking and / or Corporate Mobile Banking User-ID and the Client Password. The display or printed output that is produced by the User at the time of operation of Corporate Internet Banking and / or Corporate Mobile Banking is a record of the operation of the Internet access and shall not be construed as Tirupati Urban Co-operative Bank's record of the relative transactions. Tirupati Urban Co-operative Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

#### ACCURACY OF INFORMATION

Client is responsible for the correctness of information supplied to Tirupati Urban Co-operative Bank through the use of Corporate Internet Banking and / or Corporate Mobile Banking or through any other means such as electronic mail or written communication. Tirupati Urban Co-operative Bank accepts no liability for the consequences arising out of erroneous information supplied by the Client or the User. If the Client suspects that there is an error in the information supplied to Tirupati Urban Co-operative Bank by it, it shall advise Tirupati Urban Co-operative Bank as soon as possible. Tirupati Urban Co-operative Bank will endeavor to correct the error wherever possible on a 'best efforts' basis. If the Client notices an error in the account information supplied to it through Corporate Internet Banking and / or Corporate Mobile Banking or by the use of any of the Internet Banking



Services and / or Corporate Mobile Banking Services, it shall advise Tirupati Urban Co-operative Bank as soon as possible. Tirupati Urban Co-operative Bank will endeavor to correct the error promptly.

## GOVERNING LAW AND JURISDICTION

The provisions of these Terms and Conditions shall be governed by, and construed in accordance with Indian law and the courts at Nagpur shall have the exclusive jurisdiction in respect of the subject matter hereof. Any dispute, controversy or claims arising out of or relating to the Online Services or the breach, termination or invalidity of these Terms and Conditions, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

- a. In the event of a dispute between the Client and Tirupati Urban Co-operative Bank or between the Client and an Affiliate with respect to any matter arising hereunder, an arbitrator shall be appointed by Tirupati Urban Co-operative Bank.
- b. The place of arbitration shall be Nagpur and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Nagpur.
- c. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
- d. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgement thereon in any one or more of the highest courts having jurisdiction. Neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

## FOREIGN JURISDICTION

Tirupati Urban Co-operative Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than that of India. The mere fact that the Website and or the Mobile Application can be accessed by a person in a country other than India would not mean that the laws of the said country would govern the Online Services and any matter related to hereunder. The Online Services shall not be available to foreign residents where the Online Services cannot be offered without prior regulatory compliance. It shall be the sole responsibility of foreign residents to verify whether the Online Services can be legally accessed and/or utilized in their respective jurisdictions. The Online Services do not constitute an offer to sell or a solicitation of an offer to buy any Services to any person in any jurisdiction where it is unlawful to make such an offer or solicitation.

## PRIVACY POLICY

In the process of using this Website and/or the Mobile Application, Tirupati Urban Co-operative Bank may be privy to information relating to the Client, including information that is of a confidential nature. Tirupati Urban Co-operative Bank is strongly committed to protecting the privacy of its Clients and has taken steps to protect the information furnished to it. Tirupati Urban Co-operative Bank has taken all necessary measures to protect the confidentiality of the information and their transmission under the Online Service and it shall not be held liable for disclosure of the confidential information, unless gross negligence is established on the part of Tirupati Urban Co-operative Bank. The Client shall not disclose,



in any manner whatsoever, any information relating to Tirupati Urban Co-operative Bank of a confidential nature obtained in the course of availing the Online Services through the Website and/or the Mobile Application, to any other person. Failure to comply with this obligation shall be deemed a serious breach of these Terms and Conditions and shall entitle Tirupati Urban Co-operative Bank to terminate the Online Services without prejudice to any damages to which it may be titled against the Client. Tirupati Urban Co-operative Bank undertakes not to disclose the information provided by the Client to any person, unless acting under good faith that such action is necessary to:

1. conform to legal requirements or comply with legal process
2. protect and defend Tirupati Urban Co-operative Bank's rights or property
3. enforce the Terms and Conditions; or
4. act to protect the interests of Tirupati Urban Co-operative Bank's members or others.

Tirupati Urban Co-operative Bank may also use information including the Client Information and share the information with Affiliates and third parties for providing Online Services and any service related activities such as collecting subscription fees for those Online Services, and notifying or contacting the Client regarding any problem with, or the expiration of, such Online Services. In this regard, it may be necessary to disclose the Client Information to one or more agents and contractors of Tirupati Urban Co-operative Bank and their subcontractors, but such agents, contractors, and subcontractors will be required to agree to use the information obtained from Tirupati Urban Co-operative Bank only for these purposes.

The Client authorizes Tirupati Urban Co-operative Bank to exchange, share, part with all information related to the details and transaction history of the Client to banks / financial institutions / credit bureaus/ agencies/participation in any telecommunication or electronic clearing network as may be required by law or customary practice and shall not hold Tirupati Urban Co-operative Bank liable for use or disclosure of this information.

The Client agrees that Tirupati Urban Co-operative Bank or its contractors may hold and process the Client Information on computer or otherwise in connection with Online Services as well as for statistical analysis and credit scoring.

#### RELATIONSHIP BETWEEN PARTIES

The Parties agree that no joint venture, partnership, employment, or agency relationship exists between them as a result of availing the Online Services or use of the Website and/or the Mobile Application. All Transactions shall be entered into by the Client as principals and Tirupati Urban Co-operative Bank and/or Affiliates shall have no fiduciary duty towards the Client whatsoever notwithstanding that there may be an existing relationship between the Parties.

#### REPRESENTATION BY THE CLIENT

The Client represents to Tirupati Urban Co-operative Bank (which representations will be deemed to be repeated by the Client on each date on which a Transaction is entered into) that: -

- I. The Client has the power to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance;
- II. It shall be the sole responsibility of the Client to comply with all the internal



- approvals for entering into Transactions as may be required.
- III. The availing of Online Services and the execution, delivery and performance of any Transaction there under does not violate or conflict with any applicable laws and/or any regulatory requirements (including but limited to guidelines of the Reserve Bank of India, FEMA regulations etc), any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.
  - IV. There is not pending or, to its knowledge, threatened against the CLIENT any action, suit or proceeding at law or inequity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of these Terms and Conditions or its ability to perform its obligations; and
  - V. All applicable information that is furnished in writing, by or on behalf of the Client, to Tirupati Urban Co-operative Bank is, as of the date of the information, true, accurate and complete in every material respect. Provided that the Client shall intimate Tirupati Urban Co-operative Bank of any change in any regulatory requirements, the effect of which may be to restrict or prohibit the Client from executing any Transaction.

#### TERMINATION EVENTS

The availing of Online Service may be terminated by the CLIENT by giving at least one (1) month written notice and upon Tirupati Urban Co-operative Bank according its consent in writing to the same. The termination of the Online Service shall be without prejudice to the execution of all outstanding Transactions entered into between the Parties. Tirupati Urban Co-operative Bank shall be entitled to receive all fees and other monies becoming due up to the date of such termination. Tirupati Urban Co-operative Bank shall be entitled to deduct any sum payable to it from any amounts Tirupati Urban Co-operative Bank may have to remit to the Client on termination of the Online Service. Tirupati Urban Co-operative Bank reserves the right to interrupt, suspend or terminate, at any time, without specifying any reason, the access of the Client to the Online Services offered hereunder and will make best efforts to give the Client appropriate notice of the same without assigning any reason and without being liable for any loss/damage/cost of any nature whatsoever to the Client The occurrence at any time with respect to the Client of any of the following events constitutes an event of default and the Online Services may be terminated forthwith:-

- a) Failure by the Client to make, when due, any payment required to be made by it, and if such failure is not remedied on or before the third Business Day after notice of such failure is given to the Client;
- b) Failure by the Client to comply with or perform any obligation under the Terms and Conditions specified hereunder and if such failure is not remedied on or before the thirtieth day after notice of such failure is given to the Client;
- c) A representation made or deemed to have been made by the Client proves to have been incorrect or misleading in any material respect when made or deemed to have been made;
- d) The occurrence of any other termination event as may be communicated by Tirupati Urban Co-operative Bank from time to time.;
- e) The CLIENT: -
  - 1) Having a resolution passed for its winding up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).
  - 2) Becoming insolvent or is unable to pay its debts or fails or admits in writing its inability





generally to pay its debts as they become due.

- 3) Making a general assignment, arrangement or composition with or for the benefit of its creditors.
- 4) Instituting or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceedings or petition
  - a) Results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or
  - b) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- 5) Seeking or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or in respect of all or substantially all its assets;
- 6) Having a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- 7) Causing or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive);
- 8) taking any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

#### LIMITATION OF LIABILITY

1. In respect of the Online Service offered, Tirupati Urban Co-operative Bank shall not be liable for any inaccuracy, error or delay in, or omission of:
  - a) any data, information or message, or
  - b) the transmission or delivery of any such data, information or message; or
  - c) any loss or damage arising from or occasioned by
    - i. any such inaccuracy, error, delay or omission or
    - ii. non-performance or
    - iii. interruption in any such data, information or message, or if access to the Accounts is not available in the desired manner due to "force majeure" (e.g., flood, extraordinary weather condition, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, equipment or software malfunction) or any other cause beyond the reasonable control of Tirupati Urban Co-operative Bank.
2. The Client will immediately notify Tirupati Urban Co-operative Bank in writing, delivered via e-mail or registered post, if
  - a) Client becomes aware of any loss, theft or unauthorized use of Client's User ID and Password; or
  - b) any failure by Client to receive a message from Tirupati Urban Co-operative Bank indicating that an order was received and executed; or
  - c) any failure by Client to receive an accurate written confirmation of an execution; or



- d) any receipt by Client of confirmation of an order and/ or execution which Client did not place; or
  - e) any inaccurate information in Client's account balances, securities positions, or Transaction history.
3. If Client fails to notify Tirupati Urban Co-operative Bank immediately upon Client's knowledge when any of the above conditions occur, neither Tirupati Urban Co-operative Bank nor any of its officers, directors, employees, agents can or will have any responsibility or liability to Client or to any other person whose claim may arise through the Client for any claims with respect to the handling, mishandling or loss of any order. Tirupati Urban Co-operative Bank will upon notice, halt or take such steps as are necessary to protect the Client's interest and which steps are capable or permitted for Tirupati Urban Co-operative Bank to do or undertake. Prior to giving of the notice, any loss or damage shall be to the Client's account.
  4. Under no circumstances, shall Tirupati Urban Co-operative Bank, its employees, directors, and its third party agents involved in creating, producing, delivering or managing the Online Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, negligence, loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the use/delivery/performance of the Website and/or the Mobile Application, the delay or inability to use the Website, the Mobile Application or any links or items on the Website and/or the Mobile Application, the provision of or any inadequacy or deficiency in the provision of services or resulting from unauthorized access or alteration of transmissions or data or arising from interruption, suspension or termination of the Online Services or for any loss arising from the failure by the Client to comply with any software installation instructions or any inability of Tirupati Urban Co-operative Bank to receive instructions, directions, orders or other communications from the Client or to transmit any related message for any reason whatsoever, or any consequences which may arise on account of Tirupati Urban Co-operative Bank executing Transactions, instructions of the Client or relying on document authenticated by Client Password, whether based on contract, tort, strict liability or otherwise.

#### INTERRUPTION OF ONLINE SERVICE

Where the Online Service provided herein is interrupted for any reason whatsoever, the Client may contact Tirupati Urban Co-operative Bank. Tirupati Urban Co-operative Bank shall in no way be liable for the consequences of any interruption in the Service.

#### RECEIVING CLIENT'S SECURITIES/MONIES

Tirupati Urban Co-operative Bank shall keep all securities/monies and other properties belonging to the Client in separate account or segregated from its own assets and shall not use the same for any purpose other than as directed by the Client or authorized under these Terms and Conditions or as required by rules, regulation or law for time being in force. Tirupati Urban Co-operative Bank undertakes that a transfer to and from the account shall be



made on the basis of order, instruction, direction or mandate, either standing or specific, duly authorized by the Client.

#### RIGHT TO ALTER THE ONLINE SERVICES AND TERMS AND CONDITIONS OF THE ONLINE SERVICES

Tirupati Urban Co-operative Bank reserves the right to add, amend, revise, suspend or cancel in whole or in part any of the Online Services available through the Website and/or the Mobile Application, and will make best efforts to provide appropriate notice to the Client. Any addition, suspension, revision, amendment, cancellation or suspension of the terms as notified on the Website and/or the Mobile Application may be made by Tirupati Urban Co-operative Bank, by causing a notice of the same to be posted on the Website and/or the Mobile Application and the Client shall be deemed to have accepted the same in the event of its executing any transaction through the Website and/or the Mobile Application after the addition, suspension, revision, amendment, cancellation or suspension has been notified. Tirupati Urban Co-operative Bank may introduce new services in relation to the Website and/or the Mobile Application from time to time. The existence and availability of the new Online Services will be notified on the Website and/or the Mobile Application as the case may be, as and when they become available.

#### RESTRICTIONS ON USE

The Client hereby agrees to use the Website and/or the Mobile Application strictly for its internal use and not for any illegal purpose or in any manner inconsistent with the Terms and Conditions. The Client agrees not to use, transfer, distribute or dispose of any information contained in the Website and/or the Mobile Application in any manner that could compete with the business of Tirupati Urban Co-operative Bank and/or Affiliates or otherwise compromise or imperil the interests of Tirupati Urban Co-operative Bank and/or Affiliates. The Client acknowledges that the Website and the Mobile Application Have been developed, compiled, prepared, revised, selected and arranged by Tirupati Urban Co-operative Bank and others (including certain other information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property of Tirupati Urban Co-operative Bank and may also include trade secrets of Tirupati Urban Co-operative Bank and such others. The Client agrees to protect the proprietary rights of Tirupati Urban Co-operative Bank and other parties during and after the term of the Online Services and to comply with all reasonable written requests made by Tirupati Urban Co-operative Bank or its suppliers of content, equipment or otherwise to protect their and others' contractual, statutory and common law rights in the Website and the Mobile Application. The Client agrees to notify Tirupati Urban Co-operative Bank in writing promptly upon becoming aware of any unauthorized access or use of the Website and/or the Mobile Application by any party or of any claim that the Website and/or the Mobile Application infringes upon any copyright, trademark or other contractual, statutory or common law rights.

The Client is allowed to download and retrieve data from the Website and/or the Mobile Application on its computer screen, print individual pages on paper, photocopy and store such pages in an electronic form on disk for its exclusive personal use only. The Client further acknowledges that all the intellectual property in the Website, the Mobile Application and the Service provided continues to vest with Tirupati Urban Co-operative Bank.

The Client shall not:

- A. reverse engineer, decompile, disassemble, copy, reproduce, distribute, modify, transmit, perform, reproduce, publish or create derivative works from or in any way



exploit any of the Online Service in violation of the Terms and Conditions or the laws of India;

- B. create a database in electronic or structured manual form by systematically downloading and storing all or any of the Service, save and except such information as relates to the Client's accounts and Transactions, as the case may be;
- C. rent, lease, sell, sublicense, or lend any other person access to the Website, the Mobile Application and to the Online Service;
- D. cache or permit caching by any person
- E. do any act that violates the intellectual property right of Tirupati Urban Co-operative Bank or of any other third party in the Website, the Mobile Application or the Online Service offered thereof;
- F. engage in any fraudulent, abusive or illegal activity, including but not limited to any activity designed or intended to fraudulently obtain the Client Password or any private information of any user of the Website and/or the Mobile Application;
- G. use the Website, the Mobile Application or the Online Service to violate the security of any computer network, crack Password of any other user or security encryption codes, transfer or store illegal material including threatening or obscene material;
- H. run mail list or any form of auto-responder, or spam on the Website. Tirupati Urban Co-operative Bank may offer at the Website and/or the Mobile Application facility for discussions, chats, postings, transmissions, bulletin boards, and the like, and although Tirupati Urban Co-operative Bank has the right to monitor or review any Online Service, Tirupati Urban Co-operative Bank is under no obligation to do so and assumes no responsibility or liability arising from the content of any such discussions, postings, transmissions nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information contained within such locations on the Website and/or the Mobile Application. The Client is prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. Tirupati Urban Co-operative Bank will fully cooperate with any law enforcement authorities or court order requesting or directing Tirupati Urban Co-operative Bank to disclose the identity of anyone posting any such information or materials. The Client shall not delete copyright or other intellectual property rights notices from printouts, copies or reproductions of electronically accessed materials obtained from the Website and/or the Mobile Application.

## PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

The copyright, trademarks, logos, slogans and service marks displayed on the Website and/or the Mobile Application, are registered and unregistered intellectual property rights of Tirupati Urban Co-operative Bank or of respective intellectual property right owners. Nothing contained on the Website and/or the Mobile Application should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any intellectual property displayed on the Website and/or the Mobile Application without the written permission of Tirupati Urban Co-operative Bank or such third party that may own the intellectual property displayed on the Website and/or the Mobile Application.

Tirupati Urban Co-operative Bank neither warrants nor represents that the use of materials displayed on the Website and the Mobile Application by the Client will not infringe patent, copyright or any intellectual property rights or any other rights of third parties not owned by or affiliated with Tirupati Urban Co-operative Bank. TIRUPATI URBAN CO-OPERATIVE



BANK grants the right to access the Website and the Mobile Application to the Client and use the Online Services in accordance with these Terms and Conditions and the Schedules annexed hereto. The Client acknowledges that the Online Services including, but not limited to, text, content, photographs, video, audio and graphics, are either the property of, or used with permission by, Tirupati Urban Co-operative Bank and/or by the content providers and may be protected by applicable copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of India and other countries, and the Terms and Conditions.

The Client should assume that everything it sees or reads on the Website and/or the Mobile Application (including but not limited to directories, guides, news articles, opinions, reviews, text, photographs, images, illustrations, profiles, audio clips, video clips, trademarks, service marks and the like, collectively "the Content") is copyrighted/ protected by intellectual property laws unless otherwise provided and may not be used, except as provided in these Terms and Conditions, without the prior written permission of Tirupati Urban Co-operative Bank or the relevant copyright owner.

The Client is also advised that Tirupati Urban Co-operative Bank will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution. Any breach of the restrictions on use provided in these Terms and Conditions is expressly prohibited by law, and may result in severe civil and criminal penalties. Tirupati Urban Co-operative Bank shall be entitled to obtain equitable relief (including all damage, direct, indirect, consequential and exemplary) over and above all other remedies available to it, to protect its interests therein. The Client acknowledges that the software underlying the Online Services as well as other Internet related software which are required for accessing service are the legal property of the respective vendors. The permission given by Tirupati Urban Co-operative Bank to access the Online Services shall not convey any patent, copyright and license, proprietary or ownership rights or other intellectual property rights in the above software.

#### EXTRAORDINARY EVENTS/ TECHNICAL DIFFICULTIES

The Client specifically agrees to hold Tirupati Urban Co-operative Bank harmless from any and all claims, and agrees that Tirupati Urban Co-operative Bank shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restriction, exchange or market regulation, suspension of trading, war, strike, virus attacks, equipment failure, communication line failure, system failure, security failure on the Internet, unauthorized access, theft, or any problem, technological or otherwise or other conditions beyond Tirupati Urban Co-operative Bank's control, that might prevent Client from entering or Tirupati Urban Co-operative Bank from executing an instruction, order, direction. Client further agrees that the Client will not be compensated by Tirupati Urban Co-operative Bank for "lost opportunity" viz., notional profits on orders, instructions, directions which could not be executed.

#### LINKS TO WEBSITES

This Website and the Mobile Application may contain links to other websites operated by other parties. Such links are provided for the convenience of the Client only and Tirupati Urban Co-operative Bank does not control or endorse such websites, and is not responsible for their contents. The use of external websites is also subject to the terms of use and other



terms and guidelines, if any, contained within each of the external websites. In the event that any of the terms contained herein conflict with the terms of use or other terms and guidelines contained within the Website then the terms of use and other terms and guidelines for the Website and the Mobile Application shall prevail. The linked web sites are not under the control of Tirupati Urban Co-operative Bank and it is not responsible for the contents of any linked website or any link contained in a linked website, advertisements appearing in or services offered by or any changes or updates to such websites. This external website may contain links to websites, web pages and services also operated by Tirupati Urban Co-operative Bank (the "Tirupati Urban Co-operative Bank Sites"), and the Client's use of each Tirupati Urban Co-operative Bank Site is also subject to the Terms and Conditions herein and other terms and guidelines, if any, governing such Tirupati Urban Co-operative Bank Site. In the event that any of the terms, conditions, and notices contained herein conflict with the terms and conditions governing such Tirupati Urban Co-operative Bank Site, then the terms and conditions governing such Tirupati Urban Co-operative Bank Site shall prevail.

#### PROCEDURE FOR CHANGING USERS

The Client can revoke the authority of an existing User, change its User access profile/authorize a new User by giving a resolution/mandate in the format prescribed by Tirupati Urban Co-operative Bank. However, all the terms and conditions herein shall continue to apply. In case an authorized User leaves the services of the Client, the Client shall immediately notify Tirupati Urban Co-operative Bank to disable the user access, giving Tirupati Urban Co-operative Bank reasonable time to do so. The Transactions done by the Client till Tirupati Urban Co-operative Bank disables the user access are binding on the Client.

#### EXECUTION OF THE INSTRUCTIONS, ETC.

The Client agrees to provide Tirupati Urban Co-operative Bank, and/or Affiliates, if so being required to do or if in case it is deemed necessary by Tirupati Urban Co-operative Bank, with a power of attorney in such form, manner or substance as Tirupati Urban Co-operative Bank may require.

#### DEDUCTION OR WITHHOLDING FOR TAX

All payments due to Tirupati Urban Co-operative Bank arising under or in respect of these Terms and Conditions will be made free of any deduction or withholding for or on account of any tax, unless such deduction or withholding is required by any applicable law.

#### CLOSURE OF THE ACCOUNT

The Client agrees that it shall be able to exercise the right to close/freeze the accounts with Tirupati Urban Co-operative Bank, only if there is no obligation pending to be met by the Client towards either Tirupati Urban Co-operative Bank and/or Affiliates.

#### RIGHTS GRANTED

The Client hereby acknowledges and agrees that any rights not expressly granted herein are reserved and not available to the Client.

#### AMENDMENTS AND MODIFICATIONS



Tirupati Urban Co-operative Bank has the absolute discretion to amend or supplement the Terms and Conditions herein, by modifying or rescinding any of the existing provisions or conditions or by adding any new provision or condition, by conspicuously posting notice of such amendment on the Website, the Mobile Application or by providing written notice to the Client. Continued use of Online Services after such notice will constitute acknowledgment and acceptance of such amendment.

#### SURVIVAL OF OBLIGATIONS

The obligations of the Parties under these Terms and Conditions shall survive the termination of any Transaction.

#### REMEDIES CUMULATIVE

Except as provided in these Terms and Conditions, the rights, powers, remedies and privileges provided in these Terms and Conditions are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

#### NO WAIVER OF RIGHTS

A failure or delay in exercising any right, power or privilege in respect of these Terms and Conditions will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

#### SEVERABILITY

If any provision or condition of these Terms and Conditions shall be held to be invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected there by and these Terms and Conditions shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.

#### HEADINGS

The clause headings in these Terms and Conditions are only for convenience and do not affect the meaning of the relative term.

#### LEGALITY OF THE TERMS AND CONDITIONS

Tirupati Urban Co-operative Bank's performance of these Terms and Conditions is subject to existing laws and legal process, and nothing contained in these Terms and Conditions is in derogation of Tirupati Urban Co-operative Bank's right to comply with governmental, court and law enforcement requests or requirements relating to the use of this Website and the Mobile Application by the Client or information provided gathered by Tirupati Urban Co-operative Bank in respect of such use.

#### NON-TRANSFERABILITY

The grant of any facility to the Client or its Users under Online Services is not transferable under any circumstance.



#### DISCLAIMER OF WARRANTIES

The Client expressly agrees that use of the Website and the Mobile Application is at its sole risk. The Website and the Mobile Application are provided on an “as is” and “as available” basis. Except as warranted in the Terms and Conditions, Tirupati Urban Co-operative Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in the Online Services. Tirupati Urban Co-operative Bank does not warrant that access to the Website, the Mobile Application and the Online Services will be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website, the Mobile Application or use of the Services or as to the accuracy or reliability of the Online Services. Tirupati Urban Co-operative Bank makes no warranty regarding the Transactions entered into through the Website and/or the Mobile Application. Tirupati Urban Co-operative Bank will not be liable for any virus that may enter the Client’s system as a result of the Client using the Online Services. Tirupati Urban Co-operative Bank does not guarantee to the Client or any other third party that the Online Services would be virus free.

#### ACCOUNT LINKING FOR CORPORATE INTERNET BANKING AND CORPORATE MOBILE BANKING

The Bank while opening an account opens the same under a customer ID. The Client agrees that the account number specified hereinabove or such account number that would get allotted pursuant to the request for opening of the account, shall be used to identify the Client's customer id and the account linking for Corporate Internet Banking and Corporate Mobile Banking would be carried out on the basis of such customer id. In the event, at any point in time, a customer id has accounts other than the above referred accounts linked to it, then the user of such other accounts shall be provided complete access to all such accounts opened under the customer id and the Client hereby agrees to such access.

The CLIENT hereby agrees, acknowledges and confirms that Corporate Internet Banking or Corporate Mobile Banking Transactions which fall within the overlapping workflow rules i.e. the Corporate Internet Banking and Corporate Mobile Banking Transactions falling in either of the following categories:

- i. SINGLE USER AUTHENTICATION and DOUBLE USER AUTHENTICATION;
- ii. SINGLE USER AUTHENTICATION and MULTIPLE USER AUTHENTICATION;
- iii. DOUBLE USER AUTHENTICATION and MULTIPLE USER AUTHENTICATION;
- iv. SINGLE USER AUTHENTICATION, DOUBLE USER AUTHENTICATION and MULTIPLE USER AUTHENTIFICATIONS;

such transactions shall be processed/ accepted by applying the least workflow rule, unless the CLIENT specifies and/or selects otherwise, in such category, i.e. in other words, if a Corporate Internet Banking and / or Corporate Mobile Banking Transaction falls with category (3) above and the CLIENT has not selected and/or specified any workflow rule for such transaction(s), such a transaction shall be processed/ accepted by applying the least workflow rule in such a category, i.e. in category (3) above by applying DOUBLE USER AUTHENTICATION as per the USER AUTHENTICATION provided by the CLIENT to Tirupati Urban Co-operative Bank.

#### INDEMNITY





The Client agrees, at its own expense, to indemnify, defend and hold harmless Tirupati Urban Co-operative Bank, its directors and employees, representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against Tirupati Urban Co-operative Bank, its directors and employees, representatives, agents, and Affiliates by a third party, to the extent that such claim, suit, action or other proceeding brought against Tirupati Urban Co-operative Bank, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with the user of the Online Service with reference to:

- i. a violation of the Terms and Conditions contained herein by the Client;
- ii. Any deletions, additions, insertions or alterations to, or any unauthorised use of, the Online Services by the Client
- iii. Any misrepresentation or breach of representation or warranty made by the Client contained herein; or
- iv. Any breach of any covenant or obligation to be performed by the Client hereunder. The Client agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.
- v. Invalid, improper or unauthentic documentation or instruction submitted by the Client for availing the products and services including but not limited to Online Services associated with Corporate Internet Banking and Corporate Mobile Banking.

The Client agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim. The Client hereby agrees that under all circumstances, Tirupati Urban Co-operative Bank's aggregate liability for claims relating to the Online Service, whether for breach or in tort including but not limited to negligence, shall be limited to the transaction charges/fees or consideration paid by the Client within the previous twelve (12) months for the Online Service, excluding any amount paid towards transactions.

#### FAX INDEMNITY

- i. The Client is at its convenience, desirous of issuing requests / instructions to Tirupati Urban Co-operative Bank by e-mail / facsimile transmission with regard to the 1. Password activation, user id enabling, password resetting, password reissue, email id updation, mobile number updation as referred to in Corporate Internet Banking and / or Corporate Mobile Banking clauses and have requested Tirupati Urban Co-operative Bank to accept such process, to which Tirupati Urban Co-operative Bank has agreed subject to the Client furnishing an undertaking cum indemnity in favour of Tirupati Urban Co-operative Bank as below.
- ii. The Client agrees, acknowledges, affirms and undertakes as follows:
  - a. Tirupati Urban Co-operative Bank may, at its sole and absolute discretion, act on any request or instruction made by the Client to Tirupati Urban Co-operative Bank, or which Tirupati Urban Co-operative Bank reasonably believes to have been made by the Client, by e-mail / facsimile transmission. Such requests and/or instructions sent by the Client to Tirupati Urban Co-operative Bank by means of an e-mail / facsimile



transmission shall hereinafter be referred to as "Instruction".

- b. In the event of any change in the aforementioned Instructions upon request from the Client or any intimation from Tirupati Urban Co-operative Bank, the Client affirms, agrees and undertakes that this indemnity shall continue to be valid, subsisting and binding on the Client and any changes to the Instructions shall be deemed to be within the scope and ambit of this Indemnity. Tirupati Urban Co-operative Bank may, however, disregard or not act on any of the aforementioned Instructions without any notice.
- iii. Tirupati Urban Co-operative Bank shall be entitled to act upon the Instructions sent by e-mail / facsimile. The decision of Tirupati Urban Co-operative Bank whether any such Instructions are clear and ambiguous or not and all actions of Tirupati Urban Co-operative Bank thereof shall be conclusive and binding on the Client. This clause shall not preclude Tirupati Urban Co-operative Bank from exercising its absolute discretion to act or not to act on any or all Instructions.
- iv. The transmission of information through e-mail / facsimile is not a secure means of sending information and may be subject to tampering and unauthorised access, fraudulently or mistakenly written, altered or sent, and not be received in whole or in part by the intended recipient. Such risks may include but not limited to the following:
  - a. the Instructions may be fraudulently written or altered;
  - b. the Instructions may reach Tirupati Urban Co-operative Bank in jumbled state or in a manner or shape that it may be misunderstood;
  - c. the Instructions may not be received by Tirupati Urban Co-operative Bank or may not be received within the normal business hours of Tirupati Urban Co-operative Bank or the facsimile machine may be unattended to at the time of receipt of Instructions and/or may be received by Tirupati Urban Co-operative Bank only partially; d there may be a mistake in understanding the message.
- v. The Client shall continue to be bound by all or any action of Tirupati Urban Co-operative Bank in complying with the Instructions given to Tirupati Urban Co-operative Bank by e-mail / facsimile even if such Instruction has been countermanded by a subsequent Instruction or any written order or direction by the Client, if Tirupati Urban Co-operative Bank has already commenced acting upon the first of such Instructions (without prejudice to it having received and acted upon a subsequent Instruction or written order or direction) or even in the event the facility as specified of receiving Instructions has been discontinued or suspended;
- vi. The Client agrees to indemnify and keep indemnified and save harmless Tirupati Urban Co-operative Bank from all claims, losses, damages, costs including legal expenses which Tirupati Urban Co-operative Bank may incur or suffer on account of accepting and acting upon the Instructions sent by the Client through e-mail / facsimile to Tirupati Urban Co-operative Bank;
- vii. The Client shall not hold Tirupati Urban Co-operative Bank liable for any action/omission to act upon any Instructions sent by email/facsimile due to any reason whatsoever.

#### BANK'S LIEN

Tirupati Urban Co-operative Bank shall have the right of set-off and lien, irrespective of any



other lien or charge, present as well as future on the deposits held in the Client's Primary Account and/ or; Secondary Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Corporate Internet Banking service and / or the Corporate Mobile Banking service extended to and/ or used by the Client.

#### FORCE MAJEURE

Tirupati Urban Co-operative Bank's obligations contained herein will be subject to any occurrence resulting in prevention from or delay or interruption in performing its obligations if such prevention, delay or interruption is due to Force Majeure event, [which would include any event beyond the reasonable control of Tirupati Urban Co-operative Bank, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind riots, insurrection, war or acts of government, changes in legislation and other allied acts of regulatory nature] then Tirupati Urban Co-operative Bank shall not be deemed to be in default so long as any such cause or the effect thereof persists (provided that this shall not prevent the accrual of interest on any outstanding amount which would have been payable but for this provision) and during a reasonable period thereafter within any such obligations capable of being fulfilled. Tirupati Urban Co-operative Bank shall not be liable for any action or claim, from any party, arising out of its inability to perform the obligations for the reasons stated herein.

#### 19.47 GENERAL

The Client shall not assign these terms and conditions to anybody else. Tirupati Urban Co-operative Bank may sub- contract and employ agents to carry out any of its obligations under these Terms and Conditions. Tirupati Urban Co-operative Bank may transfer or assign its rights and obligations under these Terms and Conditions to any company in the Tirupati Urban Co-operative Bank Group of companies.

These Terms and Conditions contain Tirupati Urban Co-operative Bank's entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the Client and Tirupati Urban Co-operative Bank for Corporate Internet Banking services and / or Corporate Mobile Banking service. The Client acknowledges that it has not relied on any representation made by Tirupati Urban Co-operative Bank or any of its employees or agents and has made its own independent assessment of Corporate Internet Banking and / or Corporate Mobile Banking. No third party will have any rights or claims under these Terms and Conditions.

#### 19.48 APPLICABILITY OF TERMS

These Terms and Conditions form the contract between the Client using the Corporate Internet Banking service and / or the Corporate Mobile Banking Service and Tirupati Urban Co-operative Bank. By applying for Corporate Internet Banking and / or Corporate Mobile Banking and accessing the service the Client acknowledges and accepts these Terms and Conditions. These Terms and Conditions will be in addition to and not in derogation of the terms and conditions relating to any account of the Client.

#### 19.49 ADMIN USER



Tirupati Urban Co-operative Bank on its own discretion will create admin user for the client on corporate net banking system subject to written request including but not limited to Board Resolution, Power of Attorney authorizing admin user by client and submitted to the bank as per the format prescribed if any to its satisfaction.

Further admin user will be allowed to perform following activities in corporate net banking  
User creation

- a) Assigning authority of anyone or all from Maker/Checker/Authorizer
- b) Assigning transaction limits to users created by client
- c) Assigning matrix
- d) Assigning account level access and payment mode access
- e) Modify the rights, transaction limit
- f) Delete users

The client and admin user shall keep the identity and address proof document (Aadhaar/Passport/Voter ID/Driving license) of users with them and shall provide as and when required by the bank.

The Client can revoke the authority of an existing admin user by giving a resolution/mandate in the format prescribed by Tirupati Urban Co-operative Bank. However, all the terms and conditions herein shall continue to apply. In case an authorized admin user leaves the services of the Client, the Client shall immediately notify Tirupati Urban Co-operative Bank to disable the admin user access, giving Tirupati Urban Co-operative Bank reasonable time to do so. The activity performed, till Tirupati Urban Co-operative Bank disables the admin user access are binding on the Client.