

## Terms and Conditions for Corporate Internet Banking (CIB) Services

### 1. Definitions:

- 1.1. **"Account(s)"** shall mean the account(s) of the Customer opened and maintained with the Bank from time to time, which have been designated for CIB Services and shall mean and include all existing, new and future accounts of the Customer opened and maintained with the Bank designated for this purpose.
- 1.2. **"Account Opening Document"** shall mean the documents required to be executed by the Client at the time of opening of an account with the Bank.
- 1.3. **"Bank"** shall mean SBM Bank India Ltd.
- 1.4. **"Banking Day"** shall mean a day on which the Bank is open for business.
- 1.5. **"Beneficiaries"** shall mean the persons identified by the Client from time to time in whose favour fund transfer instructions including payment instrument and payment instruction requests are given by the Client through the CIB Services; and the expression **"Beneficiary"** shall mean any one of them.
- 1.6. **"CIB" or "CIB Services" or "Corporate Internet Banking" or "Corporate Internet Banking Services"** shall mean the internet payment and other banking services offered by the Bank to its Customers under these Terms and Conditions including without limitation fund transfer/payment services (through NEFT/ RTGS/ IMPS/ any other payment mode as may be designated by the Bank from time to time), cheque/ demand draft/ pay order facilities, Trade & Foreign Exchange Services and such other services as may be permitted by the RBI from time to time and that may be made available by the Bank at its discretion, and shall also include all modifications of the aforesaid services as the Bank may make from time to time. Reference to **"CIB "** and **"CIB Services"** in these Terms and Conditions shall include **Corporate Internet Banking** and **Corporate Internet Banking Services**, respectively.
- 1.7. **"Customer" or "Client" or "Company"** shall mean the person/entity availing of the CIB Services under these Terms and Conditions, including a Trade and FX Customer.
- 1.8. **"GST"** shall mean any tax or cess, or both imposed on the supply of goods or services or both under GST Laws.
- 1.9. **"GSTIN"** shall mean Goods and Services Tax Identification Number.
- 1.10. **"GSTN"** shall mean Goods and Services Tax Network.
- 1.11. **"GST Laws"** shall mean IGST Act 2017, CGST Act 2017, UTGST Act 2017 and State specific SGST Acts, 2017 and all relevant rules, regulations, notifications, and circulars issued under the respective legislations.
- 1.12. **"Instruction(s)"** shall mean and include all communications made or instructions given by the Customer/Users to the Bank, by following the Security Procedure, for carrying out any financial or non-financial transaction and/or activities offered under the CIB Services, including any payment instructions for making a remittance or transfer of funds or stop-payment instructions or requests for cheque books or statements.

- 1.13. "OTP" shall mean a one-time password/ one-time personal identification number.
- 1.14. "Parties" shall mean the Bank and the Client jointly; and the term "Party" shall mean either of them.
- 1.15. "RBI" shall mean Reserve Bank of India.
- 1.16. "Regulations" shall mean all rules, regulations and/or guidelines issued by the RBI or any other governmental or regulatory or statutory authority from time to time in relation to the Internet Banking Services and the Trade & Foreign Exchange Services.
- 1.17. "Security Procedure" shall mean such procedure(s) as may be prescribed by the Bank, from time to time, for the purposes of (a) verification of a Customer/ User at the time of logging onto the CIB Services; (b) verifying that an Instruction or a communication for initiating, amending or cancelling an Instruction is that of the Customer/User or detecting error in the transmission for the for the content of the instructions.
- 1.18. "SBM Bank India Ltd." shall mean SBM Bank India Ltd, a banking company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 101, Raheja Centre,1st Floor Free Press Journal Marg, Nariman Point Mumbai City, 400021 and unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns.
- 1.19. "Terms and Conditions" shall mean these terms and conditions as may be amended, modified and/or supplemented by the Bank from time to time.
- 1.20. "Trade and Foreign Services" shall mean the provision of trade and foreign exchange relates to products and services, hosted through the CIB Services portal, by the Bank, such as issuance of letters of credit/ guarantees/ making payments for import/ non-import obligations and/ or any other trade related services provided by the Bank on behalf of the Customer, as per the request forwarded by the Customer, and in accordance with the additional terms and conditions as set related to product(s)
- 1.21. "Users" shall mean the representatives of the Customer who have the rights to access the Accounts of the Customer through the CIB and shall include both Users with viewing rights and Users having inputting, uploading, verification, confirmation, payment and/or authorization rights. Where such authorisation rights are given by the Customer on a joint basis, then this term shall mean such joint Users with authorisation rights, as the context or meaning may require.
- 1.22. "Website" shall mean the website [www.sbmbank.co.in](http://www.sbmbank.co.in) or such other website as may be notified by the Bank from time to time.

## 2. APPLICABILITY OF TERMS:

- 2.1. The use of CIB Services by a Customer or a User is governed by these Terms and Conditions, the Regulations, applicable laws and other regulations, internal policies and guidelines of the Bank, and such other terms and conditions as may be specified on the Website. These Terms and Conditions are specific to the use of CIB Services, and are in addition to and not in derogation of and are without prejudice to, any other terms and conditions as may be prescribed by the Bank from time to time, applicable to the Customer/ User, including

(without limitation) those terms and conditions which are applicable in respect of the Account(s), any services availed by the Customer/ User from the Bank's core banking services, or any services which are not linked to CIB Services.

- 2.2. It is hereby clarified that these Terms and Conditions shall apply to and be binding on a Customer/ User irrespective of the mode or device (whether laptop, desktop, personal computer, mobile or other handheld device, iPad, tablet or any other similar device, by whatever name called) through which the Customer/ User uses, interacts or accesses the CIB Services.

### 3. SERVICES:

- 3.1. Subject to these Terms and Conditions, applicable laws, and other Terms and Conditions as may be specified on the Bank's Website, the Bank shall provide the Services to the Customer. the Bank shall be entitled to modify, upgrade and / or suspend the Services, or the mode manner and extent of the Services from time to time and shall endeavour to inform the Customer of such change in Services. The Bank reserves the right to suspend all or any of the Services provided to the Customer without being required to provide any prior notice and without assigning any reason, therefore.
- 3.2. For availing of, or ceasing to avail of the CIB Services, or any part thereof, the Customer shall make a separate application to the Bank in the format prescribed by the Bank and the Customer shall be governed by such additional Terms and Conditions as prescribed by the Bank for this purpose, as well as subject to the applicable laws.
- 3.3. Notwithstanding the generality of the aforesaid, the Bank, at its sole discretion, may:
- a) Classify/ mark/ categorise any Customer/ User/ User id as 'dormant' ("**Dormant User**"), if the Customer/ User has not logged into the platform for accessing CIB Services, through the registered User id, for a continuous period of 180 (One Hundred and Eighty [**calendar days**] from the date such Customer/ User last logged-in on the designated platform for accessing CIB Services by using the registered User id. Pursuant to such classification/ marking/ categorising of any Customer/ User/ User id as dormant, such Customer/ User will be unable to access any CIB Services from the relevant User id without re-activation of such Dormant User. In order to re-activate a Dormant User, the relevant Customer (through a User)/ User may provide a written instruction (including by way of an e-mail) to the Bank, at the communication details specified by the Bank , requesting re-activation of the Dormant User ("**Re-activation Request**"), and upon receiving the Re-activation Request, the Bank may, at its sole discretion, approve such request for re-activation and grant access back to the Customer/ User by re- activating the User id.
  - b) The Bank shall not be liable for any losses, damages or costs whatsoever, whether direct or indirect, arising from or in relation to or pursuant to a classification/ marking/ categorising of any Customer/ User/ User id as a Dormant User in the manner set out in the mentioned clause.
- 3.4. The Bank at its sole discretion may, at the request of the Customer, extend the CIB Services to any other existing/ new Accounts, and these Terms and Conditions shall automatically apply to such further use of the CIB Services by the Customer.
- 3.5. The Bank shall be entitled to modify and/or upgrade the CIB Services, or the mode or manner of provision of the CIB Services or the extent of the CIB Services from time to time

and shall endeavour to inform the Customer of such change in CIB Services. The Bank reserves the right to suspend all or any of the CIB Services provided to the Customer without being required to provide any prior notice and without assigning any reason therefor.

**4. AMENDMENT TO TERMS AND CONDITIONS:**

Notwithstanding anything contained elsewhere in these Terms and Conditions, where the Bank decides to upgrade or modify the Services or provide new services to the Customers, such upgrades, modifications and new services shall be subject to such Terms and Conditions as may be stipulated by the Bank, and the Bank shall amend or supplement any of these Terms and Conditions, at any time, if such amendment is required, which amendment shall be binding on the Customer. the Bank shall endeavour to inform the Customer of such changes. Any modification in these Terms and Conditions will be updated/uploaded on the Website/Site for the Customers, shall be deemed to be notified to the Customers.

**5. SECURITY PROCEDURE:**

- 5.1. The Customer and each User shall, at its own risk and consequences, access and use the CIB Services by following the Security Procedure prescribed by the Bank from time to time, including (a) logging onto the CIB Services and/or (b) for verifying that an Instruction or a communication for initiating, amending or cancelling an Instruction has been given by a Customer/ User, together with User ids and password(s) or OTPs or any other suitable means of authentication as decided by the Bank. In addition, the Bank may advise the Customer to adopt such other Security Procedure(s) and means of authentication as the Bank may require from time to time, and the Customer agrees to abide by such additional Security Procedure.
- 5.2. The Customer and the Users authorized by the Customer shall keep all OTPs and passwords, including any password used to encrypt the private key, confidential and well protected and should not reveal the same to any unauthorized person or other third party, including to any employees and representatives of the Bank shall in no manner be held responsible, if the Customer incurs any loss as a result of an OTP or password being disclosed by the Customer or User to any unauthorized person or other third parties.
- 5.3. Customer will be given access to Corporate Internet Banking channel through mandatory 2 Factor Authentication (2FA) provided by the Bank. The Bank may provide 2 FA through SMS any such ways as part of its product offering from time to time. Customers shall ensure that each User shall be responsible for the security of his 2 FA. Customers will mandatorily require using this 2 FA while accessing or approving of transactions and requests in Internet Banking channel.
- 5.4. The Bank shall endeavour to adopt appropriate security measures as may be available in the industry from time to time. However, the Customer acknowledges that the technology used including the internet, as well as the use of public/ shared facilities is susceptible to a number of risks, such as misuse, hacking, virus, malicious, destructive or corrupting code, fraudulent transactions, including theft of devices and confidential data, programme or macro, any or all of which could affect the CIB Services. The Bank will not be responsible for any loss, delays or failures, whether direct or indirect, caused to or incurred by the Customer/User in the processing of Instructions on account of such risks.

- 5.5. The Customer shall ensure that any change with respect to or exit of, a User shall be notified to the Bank by close of business of that day, and in any event, no later than by 12 noon of the next working day from such change or exit, along with a request in writing, for disabling the User id and password. The Bank disclaims all responsibility and/or liability arising out of the failure on the part of the Customer to provide such intimation of change in or exit of a User and instructions for disabling or changing the User id and password in a timely manner to the Bank.
- 5.6. The Client agrees to contact the Bank immediately if they have grounds to suspect any security breach. Provided, however, the Bank will not be liable for any losses incurred by the Client on account of such breach. The Client will be responsible for any instruction that was not given by the Client upon which the Bank has acted in good faith and in circumstances where we complied with security procedures provided to the Client from time to time.

**6. INSTRUCTIONS:**

- 6.1 All Instruction(s) (including any Instructions for payments using NEFT/ RTGS/IMPS/ any other payment method prescribed by RBI and permitted by the Bank received from the Customer by the Bank shall only be processed during banking hours on working days / such hours as prescribed by the RBI and permitted by the Bank in its sole discretion. An Instruction will only be accepted by the Bank if it has been transmitted to the Bank in the manner set out in these Terms and Conditions, by using the Security Procedure prescribed hereunder. The Bank may, in its absolute discretion, but without being under any obligation, make further checks as to the authenticity of any Instruction(s) by use of OTPs or any other mode of verification.
- 6.2 The Customer is solely responsible for the accuracy and authenticity of the Instructions provided to the Bank and will be bound by any and all Instructions given and/or transactions carried out by any User authorized by it. The Bank shall be entitled to rely upon all Instructions given by the Customer through its User(s) and act on such Instructions. The Customer acknowledges and agrees that in the event of any inaccuracy in any information and/or Instruction, there could be consequent erroneous transfers. All such Instructions shall be final and binding on the Customer. In the event of any dispute on the actual Instructions given to the Bank, the records of the Bank would be final and binding on the Customer and the Bank shall not be liable to the Customer or any third party for any losses, damages or claims, whether direct or indirect arising from or in relation to any inaccuracy in any information and/or Instruction given by the Customer/User to the Bank.
- 6.3 An Instruction shall remain effective till the earlier of the same being, countermanded by further Instructions by the Customer or, given effect to/ processed by the Bank If the Customer notices any error in the information supplied by the Customer/User to the Bank in any communication or Instruction, it shall immediately notify the Bank and the Bank will endeavour to rectify such error wherever possible on a "reasonable efforts" basis but under no circumstances shall the Bank be liable to the Customer or any third party for any losses, damages or claims, whether direct or indirect arising from or in relation to any error in the information supplied by the Customer/User to the Bank in any communication or Instruction. In the event of a Customer's Account receiving an incorrect credit by reason of a mistake committed by any person, the Customer authorises the Bank to reverse the incorrect credit at any time whatsoever. The Customer shall be liable and continue to remain liable to the Bank for any unfair or unjust gain obtained as a result of the same.

- 6.4 If the Bank is of the opinion that (i) an Instruction received by it may not have been properly authorized by the Customer/User; or (ii) is conflicting, inconsistent, unclear, incomplete, deficient, contrary to any law, regulation or policy; or (iii) the Bank has reason to believe that the Instruction is issued to carry out an unlawful transaction; or (iv) the Instruction is attached with notice of any special circumstances, then the Bank may, (without being bound to do so) seek clarification from the Customer before acting on any such Instruction or act or refuse to act upon any such Instruction in such manner as it deems fit. The Bank will not be responsible or liable for any losses, damages or claims, whether direct or indirect, incurred by the Customer or any third party arising from or in relation the carrying out or refusal to carry out any Instructions or from any delay in effecting any Instructions in the above circumstances.
- 6.5 The Bank shall not be responsible for any delay in carrying out any Instructions due to any reason whatsoever, including due to any circumstances beyond its reasonable control or any requirement of law or on account of any shortcoming by any third party, vendor, and/or partner howsoever caused. The Bank will not be responsible or liable for any losses, damages or claims, whether direct or indirect, incurred by the Customer or any third party that results from any delay in effecting any Instructions in the above circumstances.
- 6.6 If any Instruction cannot be given effect to unless (a) it is supported by requisite physical documentation, including but not limited to in relation to change in domain Users, change of address, addition/deletion/modification of Users, or (b) it is received from an e-mail address registered with the Bank, including but not limited to a request for User activation, then the Bank shall not be required to act on such Instruction until it receives such documentation or such Instruction from an e-mail registered with the Bank, as the case may be.
- 6.7 The Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds and/or due any order, guideline or directive received from any governmental body or statutory authority.
- 6.8 In case of any Instruction relating to any foreign currency transaction made by the Customer/User, the exchange rates quoted by the Bank, if any (whether through its Website or otherwise), shall only be provisional and shall be subject to future variations in the exchange rate. The rate at which the transaction pursuant to an Instruction is given effect to be effective rate for all intents and purposes and will be binding on the Customer.
- 6.9 Any Instructions given by the Customer should not contravene the provisions of applicable laws and regulations including, without limitation, the Regulations, the Foreign Exchange Management Act, 1999 and various regulations framed thereunder, and other rules and regulations laid down by Reserve Bank of India including Exchange Control Regulations.

## **7. Authority to SBM Bank India for CIB Services:**

The Customer irrevocably and unconditionally authorises the Bank to access all its Account(s) registered for the CIB Services, for effecting banking or other transactions performed by the Customer through the CIB Services by giving Instructions.

## **8. REPRESENTATIONS AND WARRANTIES:**

Client represents and warrants to the Bank that:

- 8.1. The Client has all necessary power/approvals to perform the obligations under terms and conditions of the Terms and Conditions.
- 8.2. The Terms and Conditions constitutes a valid, legal and binding obligation and is enforceable against them in accordance with the terms thereof.
- 8.3. Acceptance to the terms and conditions in Account Opening Document has been duly authorized and will not contravene any provisions of any law/regulation or constitute a default under, any other agreement or instrument to which they are a party.
- 8.4. The Client further agrees and undertakes to comply, perform, and execute and cause to be done, performed and executed, any act, matter, thing which may reasonably be required in order to effectuate the objective of these Terms and Conditions and to enable the Bank to fulfil its obligations hereunder.

**9. TRANSACTION LIMITS:**

The Bank may, from time to time, specify maximum and minimum transaction limits for its various CIB Services. The Customer shall be bound to comply with such limits imposed by the Bank.

**10. CHANGES IN INFORMATION:**

- 10.1. Any changes in the information provided by the Customer shall be communicated by the Customer to the Bank in the manner stipulated by the Bank, along with accompanying corporate resolutions and other requisite documentation. The Customer shall be entitled to modify its list of Users from time to time, by giving a letter to this effect to the Bank, along with accompanying customer resolutions. Any such change shall be effective only after the Customer has been intimated of the implementation of the changes by the Bank, and till such time the Bank shall continue to accept and carry out Instructions received from any of the representatives of the Customer whose names are mentioned in the list of Users then available with the Bank.
- 10.2. The Customer accepts and acknowledges that any Instruction provided to the Bank for changes in information in the manner set out in Clause 10.1. above, shall be construed to be an Instruction for change in information only with respect to CIB Services and that should the Customer require similar changes to be replicated across other services availed of by the Customer from the Bank, including without limitation, the Bank's core banking services, or any other services not linked to CIB Services, it shall be the sole responsibility and obligation of the Customer to provide separate instructions in relation to such change in information to the Bank in accordance with the Terms And Conditions governing such other services. The Customer agrees and acknowledges that under no circumstances will the Bank be liable for any liability, damages or costs incurred by the Customer for its failure to provide suitable instructions for change in information in relation to any other services availed by the Customer from the Bank other than CIB Services.

**11. CONFIDENTIALITY & DISCLOSURE:**

- 12.1. The Customer hereby authorises the use of confidential information of the Customer by the Bank and the transfer by the Bank of any information relating to the Customer to and between the branches, subsidiaries, representative offices, affiliates, auditors and agents of the Bank, wherever situated, for confidential use in connection with the provision of the CIB

Services to the Customer, and further acknowledges that any such branch, subsidiary, representative office, affiliate or agent shall be entitled to transfer or disclose any such information as required by any law, court, regulatory or legal process.

12.2. Confidential Information shall however not include the following information:

- a) Information, which is available in public domain.
- b) Information, which is already known to the Bank (from sources other than the Client) prior to the execution of the Terms and Conditions.
- c) Information which becomes known to the Bank independently, other than information which is the subject of confidentiality or becomes known to the Bank through violation of any confidentiality obligation.
- d) Information that is required to be disclosed pursuant to an order or direction of the applicable statutory/regulatory authority or governing body or any court of law.

**12. DISCLAIMER OF WARRANTIES:**

The Bank hereby expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of uninterrupted, error-free, timely or secure performance of the CIB systems/ CIB Services, title, satisfactory quality, merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non- infringement of the CIB Services or any transmission of information from the Bank to the Customer being virus free.

**13. INDEMNITY:**

- 13.1. The Customer agrees that the Customer shall indemnify and hold the Bank, its officers, director, agents and employees harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever, whether direct or indirect, 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 negligence/mistake/ misconduct on the part of the Customer or breach or non- compliance by the Customer of any of the Terms and Conditions stipulated herein relating to any of the CIB Services or by reason of the Bank in good faith taking or refusing to take action on any Instruction given by the Customer or by reason of any data forwarded to the Bank through any media, or by reason of any data corruption, data tampering, unauthorised replications or any other cause, whether of the same or a different nature, unavoidable or beyond the control of the Bank.
- 13.2. The Customer agrees that the Customer shall indemnify and hold harmless the Bank, its officers, director, agents, vendors, partners, affiliates, employees and representatives 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 any action taken against the Bank by any Government body, Regulatory Authority or third party pursuant to any act by or omission of the Customer.

**14. SET-OFF:**

The Bank shall have the banker's lien and right of set-off, on the deposits, funds or other property of the Client with the Bank, whether held in single name(s) or jointly with any person(s), to the extent of all outstanding dues.



**15. INTERNET BANKING RECORDS AND TRANSACTION TERMS:**

- 15.1. The Bank shall issue to the Customer, if requested for by a Customer, a statement of financial transactions effected pursuant to Instructions received by the Bank, through online / offline mode for verification at the Customer's end. The Customer shall, within a period of 7 (seven) days from the date of any Instruction given by it to the Bank/ upon receipt of the financial transaction statement, report to the Bank any discrepancy in the execution of an Instruction/ the financial transaction statement. The Customer agrees that it shall not be entitled to dispute the correctness of the execution of an Instruction/ the content of the financial transaction statement, or the amount debited to its Account if it fails to report the discrepancy within the aforesaid period. The Customer acknowledges that even if it reports the discrepancy within the stipulated period, under no circumstances shall the Bank be liable to the Customer or any third party for any losses, damages or claims, whether direct or indirect if the Bank has acted reasonably and in good faith.
- 15.2. All the records of the Bank generated for the transactions arising out of the Instructions, including the time when such Instruction was recorded and when the transaction was affected, shall be conclusive proof of the genuineness and accuracy of the Instructions received by the Bank and the consequent transaction.
- 15.3. The Customer agrees not to object to the admission of the Bank's records as evidence in any legal proceedings because such records are not originals or are not in writing or are documents generated by a computer.
- 15.4. The Bank is permitted to utilize all information received by it from the Customer as evidence against the Customer before any competent Court of Law or Judicial or Quasi-Judicial Authority or Tribunal or any other statutory or regulatory or government authority.

**16. TERMINATION:**

- 16.1. The Bank reserves the right to discontinue all or any of the CIB Services at any point of time with 30 days prior notice, save and except in circumstances where the Bank has discontinued all or any of the CIB Services as a consequence of the Customer committing any breach of the Terms and Conditions or if it learns of the death, bankruptcy or lack of legal capacity of the Customer/ User.
- 16.2. Closure of any Account of the Customer will terminate the CIB Service with respect to that Account.
- 16.3. The Customer is entitled to cancel the CIB Services provided herein by giving 15 days prior notice in writing to the Bank in this regard.
- 16.4. Client becomes insolvent or goes into liquidation, whether voluntary or compulsory, or is unable to pay its debts or makes a general assignment or arrangement or composition with or for the benefit of its creditors or a receiver is appointed to take possession of all or substantially all of its assets or a petition or application for insolvency is filed against the Client.
- 16.5. If any of the representations made by the Client is found to be false or wrong.

- 16.6. If Client does or suffers any act or thing or omits to do or suffers to be done any act, thing, deed or matter whereof in the consequence of which the business of the Bank maybe or is likely to suffer.
- 16.7. If Client acts beyond the scope of the Terms and Conditions or is suspected of falsifying records.
- 16.8. If the Client is in default of or fails to comply with any regulatory or statutory regulations.
- 16.9. If in the opinion of the Bank the interests of the Bank are jeopardized in any manner whatsoever.
- 16.10. The Bank shall not be liable for any damages, claims or losses, whether direct or indirect, of any nature whatsoever by reason of such termination or discontinuation of the CIB Services.

**17. FORCE MAJEURE:**

The Bank shall not be liable for any failure to perform any of its obligations under these Terms and Conditions if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). "**Force Majeure Event**" means any event due to any cause beyond the control of the Bank, including without limitation, network failure, faults in computer systems, storage devices, natural calamities, legal restraints or any other reason.

**18. ASSIGNMENT:**

The Bank is entitled to assign their respective rights or obligations under the Terms and Conditions to any third party by a written intimation to the Client.

**19. NOTICES:**

- 19.1. All notices and communications under these Terms and Conditions shall be in the manner prescribed by these Terms and Conditions or acceptable to the Bank from time to time.
- 19.2. All other notices, communications and writings pursuant to these Terms and Conditions may be delivered by hand, by mail, by overnight courier service to (i) the bank at [•] (ii) if to the Client to the address provided in the Account Opening Form. All notices shall be deemed to be given (a) if delivered by overnight courier or hand delivery, only on actual delivery; (b) if by mail then within 48 hours of postage of the same.

**20. WAIVER**

Failure by the Bank to enforce any provision of the Terms and Conditions or to require performance by the Client any provision of the Terms and Conditions shall not be construed as a waiver of such provision and shall not affect the validity of the Terms and Conditions or any part of it or the right of the Bank to enforce any provision in accordance with its terms.

**21. CHARGES:**

21.1. The Customer hereby agrees to bear the all charges applicable to the Services as may be stipulated by the Bank from time to time (shall be exclusive of all applicable taxes including Goods and Service Tax (GST) and the same will have to be borne by the Customer/Account holder), or rates/charges agreed from time to time for availing of the Services and intimated to the Customer through the Website or through any other medium, as the Bank may deem fit. The Bank is authorized to debit such charges to the Customer's Accounts.

21.2. The Bank hereby also agrees and undertakes as follows:

- a) The invoice (if any) raised by the Bank shall bear the GSTIN of the Customer as and if provided by the Customer.
- b) The Bank shall upload the details of the invoices (if any) on the GSTN common portal in the prescribed form for supply made to the Customer; and
- c) The Bank shall pay the applicable GST on the supply made to the Customer and file the GST returns as prescribed under GST Laws within the statutory time limit.

**22. NON-TRANSFERABILITY AND NON-ASSIGNABILITY:**

The grant of the CIB Services to a Customer is not transferable by the Customer under any circumstance and shall be used only by the Customer. The Customer shall not assign its rights and/ or obligations in relation to the CIB Services or any part thereof to any other person. The Bank may assign its rights and/ or obligations herein or subcontract or employ agents to carry out any of its obligations in relation to the CIB Services, with or without the prior written consent of the Customer.

**23. MIS/REPORTS:**

The Bank may at its sole discretion provide information including data, statements and reports to Client relating to these Facility/Facilities/Services via (a) electronic mail to an address designated by Client or (b) any other electronic method including SMS. Client recognises that such information would be of a confidential nature and that the information may be intercepted, read, modified or altered by any person during such transmission and internet communications cannot be guaranteed to be timely, secure, error or virus-free. The Bank does not accept liability for any delays, errors or omissions and shall bear no liability whatsoever for any direct, indirect or consequential loss arising out of such information being sent over the internet whether caused by the Bank or other third parties.

**24. GOVERNING LAW AND JURISDICTION:**

The construction, validity and performance of the CIB Services and these Terms and Conditions shall be governed in all respects by the laws of India. The parties hereby submit to the non-exclusive jurisdiction of the Courts at Mumbai. The Customer shall demonstrate his knowledge and acceptance of the aforesaid terms and conditions by logging onto or otherwise accessing or using the Bank's CIB Services. If the Customer does not agree with any of the Terms or Conditions as aforesaid, the Customer should not use or attempt to use the Bank's CIB Services in any manner whatsoever including by logging onto the Website.