



Branch Name Branch Code Date

A. Details of Firm/Corporate

Request Type New User Modification Deletion

Name of Corporate/Firm

CIF ID (Mandatory for Existing Firm/Corporate) Preferred Group ID (Subject to Availability)

Maximum 10 Characters & Should be alphanumeric (E.g.: abc01)

I/We Request you to register my/our application for Internet banking facility & link my/our accounts with your Branch/other branch(es) with following rights (Choose one)

Transaction Rights View Only View & Transaction of Funds

Per Day Transaction Limit (Firm/Corporate) (In Figures)
 (In Words)

B. Corporate Details

Request Type New User Modification Deletion

Constitution Sole Proprietorship Partnership LLP Trust / Club HUF
 Private Ltd. Company Public Ltd. Company Society Other(Please Specify) _____

Date of Incorporation Industry Code Refer industry code at the back of the Form

Communication Address

City* Village/Po* District*

Country* State* Pin Code*

Corporate PAN No. Corporate TAN No.

C. Corporate Contact Details

Request Type New User Modification Deletion

Mobile Number* Fax

Email Id*

D. Account Access Rights for Corporate (For Group Level)

Account No. Please mentioned Account No. Link Delink
Account No. Please mentioned Account No. Link Delink
Account No. Please mentioned Account No. Link Delink
Account No. Please mentioned Account No. Link Delink

E. User# Details (All fields are Mandatory)

USER 1
Request Type New User Modification Deletion

Name of User

CIF ID (Mandatory for Existing Customer) Date of Birth

Preferred User ID (Mandatory for Existing CIB) Designation

Maximum 10 Characters & Should be alphanumeric (E.g.: abc01)

Mobile Number* Official Mail ID*

USER 2
Request Type New User Modification Deletion

Name of User

CIF ID (Mandatory for Existing Customer) Date of Birth

Preferred User ID (Mandatory for Existing CIB) Designation

Maximum 10 Characters & Should be alphanumeric (E.g.: abc01)

Mobile Number* Official Mail ID*

USER 3

Request Type New User Modification Deletion

Name of User

CIF ID (Mandatory for Existing Customer) Date of Birth

Preferred User ID (Mandatory for Existing CIB) Designation

Maximum 10 Characters & Should be alphanumeric (E.g.: abc01)

Mobile Number* Official Mail ID*

USER 4

Request Type New User Modification Deletion

Name of User

CIF ID (Mandatory for Existing Customer) Date of Birth

Preferred User ID (Mandatory for Existing CIB) Designation

Maximum 10 Characters & Should be alphanumeric (E.g.: abc01)

Mobile Number* Official Mail ID*

Channel for OTP for Login & Transaction Security SMS E-mail ID

Note: #User- Company appointed individual who can operate Corporate Internet Banking (CIB) on behalf of the company and perform activities as per the user role mentioned above. If User is not authorized signatory of Corporate then fill form CIB user creation form.
 *Mobile Number and Email Id should be unique for each user. These will be used for OTP and Password set / reset.

USER PROFILE

User 1 Maker Approver Viewer

User 2 Maker Approver Viewer

User 3 Maker Approver Viewer

User 4 Maker Approver Viewer

Account(s) to be linked / delinked (User Level)	User 1	User 2	User 3	User 4
Account No. <u>1501XXXXXXXXXX11</u>	<input checked="" type="checkbox"/> Link <input type="checkbox"/> Delink	<input type="checkbox"/> Link <input type="checkbox"/> Delink	<input type="checkbox"/> Link <input type="checkbox"/> Delink	<input type="checkbox"/> Link <input type="checkbox"/> Delink
Account No. _____	<input type="checkbox"/> Link <input type="checkbox"/> Delink	<input type="checkbox"/> Link <input type="checkbox"/> Delink	<input type="checkbox"/> Link <input type="checkbox"/> Delink	<input type="checkbox"/> Link <input type="checkbox"/> Delink
Account No. _____	<input type="checkbox"/> Link <input type="checkbox"/> Delink	<input type="checkbox"/> Link <input type="checkbox"/> Delink	<input type="checkbox"/> Link <input type="checkbox"/> Delink	<input type="checkbox"/> Link <input type="checkbox"/> Delink
Account No. _____	<input type="checkbox"/> Link <input type="checkbox"/> Delink	<input type="checkbox"/> Link <input type="checkbox"/> Delink	<input type="checkbox"/> Link <input type="checkbox"/> Delink	<input type="checkbox"/> Link <input type="checkbox"/> Delink

F. Per Transaction Limit for User Level

User ID	Initiator/Approver** Limit Per Transaction in Figures	Initiating/Approving Limit Per Transaction In Words	No of Authorization required*
ABCDEFGH01	1000000/-	Ten Lakh Rupees Only	1

* In case corporate opted for multi level authorization
 **User who is an approver as role defined in the form will only be valid for approving Financial and Non-Financial Transactions

G. Please select the Per - Day - Limit for the below transaction - Types

Sl. No.	Transaction Type	Maximum Limit Per Day (in ₹) in Figure	Maximum Limit Per Day in Words
1	Own Account	1000000/-	Ten Lakh Rupees Only
2	Within bank transfer	1000000/-	Ten Lakh Rupees Only
3	NEFT	1000000/-	Ten Lakh Rupees Only
4	RTGS	1000000/-	Ten Lakh Rupees Only
5	IMPS	200000/-	Two Lakh Rupees Only

H. Service Requests

- | | | |
|-------------------------------|---|---------------------------------|
| a) New Deposit Request | <input checked="" type="checkbox"/> Add | <input type="checkbox"/> Delete |
| b) Deposit Statement | <input checked="" type="checkbox"/> Add | <input type="checkbox"/> Delete |
| c) Cheque Book Request | <input checked="" type="checkbox"/> Add | <input type="checkbox"/> Delete |
| d) Stop Cheque Request | <input checked="" type="checkbox"/> Add | <input type="checkbox"/> Delete |
| e) Cheque Status | <input checked="" type="checkbox"/> Add | <input type="checkbox"/> Delete |
| f) Bulk Upload | <input type="checkbox"/> Add | <input type="checkbox"/> Delete |
| g) Positive Pay | <input type="checkbox"/> Add | <input type="checkbox"/> Delete |
| h) Deposit Closure/Redemption | <input type="checkbox"/> Add | <input type="checkbox"/> Delete |

I. Work flow for Transactions

Initiator Name / User Id	1st Level Authoriser Name / User Id	2nd Level Authoriser Name / User ID
ABCDEFGH01	ABCDEFGH01	ABCDEFGH01

**Users who is a Authorisers in the role defined in the form will only be valid for authorising 1st level / 2nd level authorization in dual authorisation

J. Declaration by Authorized Signatories

I/We request you to enroll me/us for Corporate Internet Banking (CIB) services of Utkarsh Small Finance Bank Limited ("Bank"). I/We have read, understood and hereby agree to the terms and conditions as applicable to the CIB services of USFBL selected by me/us for the operations of my/our account as set forth on the website https://www.utkarsh.bank/uploads/pdf/disclosures/template_eleven/Internet_Banking_-_Terms_&_Conditions.pdf.

I/we accept that I/we would be deemed to be aware of the contents of the terms and conditions as in force from time to time and that all my rights and liabilities would be governed by the said Terms and Conditions by my act of accessing on Bank's web Site.

I/we thereby agree to be subject to and comply with all the provisions of the terms and conditions which are incorporated by reference herein and deemed to be a part of this application form to the same extent as if such provisions had been set forth in full herein. Necessary Authorisation/Resolution is enclosed (Authorisation is for Partnership Firms and Resolution is for limited Companies)

I/we agree and hereby undertake that the transactions executed over the corporate internet banking facility under the user name and password will be binding on me/us. The rules and regulations applicable to normal banking transactions in India will be applicable mutatis – mutandis for the transactions executed through the Bank's site under this facility .

I/We understand and agree that any dispute between the me/us and the Bank on this service is subject to the jurisdiction of the competent courts in India and governed by the laws applicable and in force in India. The charges in the terms and conditions of service including applicable charges, if any will be notified on the website of the Bank and such notification is sufficient notice on me/us.

I/we undertake to maintain secrecy in regard to user name and password registered with the Bank and I/we understand that the Bank pre- supposes that login using valid user name and password is a valid session initiated by me/us and none other than me/us. The transaction executed under valid session will be construed by the Bank to have emanated from the registered customer and will be binding on me/us.

I/We shall keep my/our user ID and password strictly confidential and shall not part with any such sensitive information through internet, e-mail or phone etc. I/We further agree and confirm that the Bank shall not be liable for any losses arising from sharing /disclosing of the login ID or password to anyone. I/We agree to undertake all such precautions to protect the account details, user ID, and password etc. so as to avoid any authorized use.

I/We declare and confirm that all the particulars and details mentioned in this application form (and all documents referred or provided therewith) are true, correct and up-to date in all respects.

I / We are aware of the fact that the facility of Corporate Internet Banking is granted solely at my/our request and that the Bank shall in no way be responsible for any kind of hacking and / or phishing attacks and/ or cyber related crime, which may take place or happen in the account during the pendency of the facility and which may result in a loss due to the transfer of the funds from my / our account to the third party's account. I / We are also aware of the fact that while Bank has taken all necessary available precautions the chances of such attacks by third parties cannot be ruled out in any view of the matter the Bank shall stand indemnified from any such claims from our side

I / We accept and confirm that I / We are empowered by the Board Resolution (or equivalent document) dated DD-MM-YYYY to authorise users to operate accounts mentioned in the application form in the same way and only to the extent as resolved by the board / as authorised under such document. A certified true copy of the aforesaid board resolution / document is attached herewith for Bank's record. I / We further accept and confirm that in case there is any change in name of the user/s or mode of operations or monetary powers granted to such user, I / We shall submit a fresh board resolution / such document in the form acceptable to the Bank."

Name of Authorized Signatory	<input type="text" value="MARCUS AURELIAS"/>	CIF ID (Individual)	<input type="text" value="1"/> <input type="text" value="1"/> <input type="text" value="X"/> <input type="text" value="X"/> <input type="text" value="X"/> <input type="text" value="X"/> <input type="text" value="1"/>
Authorized Signatory Signature	<input type="text" value="Signature with Seal"/>	Place	<input type="text" value="MUMBAI"/>
		Date	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
Name of Authorized Signatory	<input type="text"/>	CIF ID (Individual)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Authorized Signatory Signature	<input type="text" value="Signature with Seal"/>	Place	<input type="text"/>
		Date	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
Name of Authorized Signatory	<input type="text"/>	CIF ID (Individual)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Authorized Signatory Signature	<input type="text" value="Signature with Seal"/>	Place	<input type="text"/>
		Date	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
Name of Authorized Signatory	<input type="text"/>	CIF ID (Individual)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Authorized Signatory Signature	<input type="text" value="Signature with Seal"/>	Place	<input type="text"/>
		Date	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>

K. APPLICABLE SUPPORTING DOCUMENTS

Constitution type	CIB Form	Powers of Attorney (POA)/ Authorization letter	Indemnity Form	Board Resolution	LLP Resolution	HUF Letter	Trust Resolution	Society Club and Association Resolution
Proprietorship	Y	-	-	-	-	-	-	-
Partnership	Y	Y*	-	-	-	-	-	-
Public Ltd. Company	Y	-	-	Y	-	-	-	-
Private Ltd. Company	Y	-	-	Y	-	-	-	-
One person Company	Y	-	-	Y	-	-	-	-
Limited Liability Partnership (LLP)	Y	-	-	-	Y	-	-	-
Hindu undivided Family (HUF)	Y	-	-	-	-	Y**	-	-
Trust	Y	-	-	-	-	-	Y	-
Society, Club, and Association	Y	-	-	-	-	-	-	Y

* POA to be signed by all the partners in case of "Partnership"
i). if both authorised Signatory and CIB User are partners – Authorisation letter
ii). if authorized Signatory is partner but CIB User is not a partner – Authorisation letter along with POA for CIB User
iii). if Authorised Signatory and CIB Users both are not Partners POA for both Authorised Signatory and CIB Users
** HUF letter to be signed by all the Coparceners, excluding minors

L. For Bank use only

Branch Name	<input type="text" value="ABC BRANCH"/>	Branch Sol ID	<input type="text" value="10000"/>	Date	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
CIB access to be provided for: (select only one)	<input type="checkbox"/> Current Account	<input type="checkbox"/> TASC Account	<input type="checkbox"/> CC / OD	<input type="checkbox"/> Saving HUF	
	<input type="checkbox"/> DL0D				

Certification by Verifying Authority

I hereby confirm that the mode of operation of the account(s) and signature(s) of the customer(s) are verified from the records available with the Bank and the limits assigned to each user for transacting through Corporate Internet Banking are in conformity with the Board Resolution/Authorization Letter provided.

Name	<input type="text" value="THEOPHILUS MAXIMUS"/>		
EIN	<input type="text" value="24XX8"/>	Designation	<input type="text" value="BRANCH OPERATIONS MANAGER"/>
		Signature	<input type="text" value="SIGNATURE OF THE STAFF"/>

M. List of Industry Code

Industry Code	Industry Name
01	PETROLEUM
02	IT
03	MNC
04	INSURANCE
05	MINING INDUSTRY
06	IRON AND STEEL INDUSTRY
07	OTHER METAL AND METAL PRODUCT INDUSTRY
08	ALL ENGINEERING INDUSTRY
09	ELECTRICITY INDUSTRY
10	COTTON TEXTILES INDUSTRY
11	JUTE TEXTILES INDUSTRY
12	OTHER TEXTILES INDUSTRY
13	SUGAR INDUSTRY
14	TEA INDUSTRY
15	FOOD PROCESSING INDUSTRY
16	VEGETABLE OILS AND VANASPATI INDUSTRY
17	TOBACCO AND TOBACCO PRODUCT INDUSTRY
18	PAPER AND PAPER PRODUCT INDUSTRY
19	RUBBER AND RUBBER PRODUCT INDUSTRY
20	CHEMICAL, DYES, PAINTS , ETC... INDUSTRY

Industry Code	Industry Name
21	FERTILIZERS INDUSTRY
22	PETRO- CHEMICALS INDUSTRY
23	DRUGS AND PHARMACEUTICALS INDUSTRY
24	CEMENT INDUSTRY
25	LEATHER AND LEATHER PRODUCT INDUSTRY
26	GEMS AND JEWELLER INDUSTRY
27	CONSTRUCTION INDUSTRY
28	AUTOMOBILES INCLUDING TRUCKS INDUSTRY
29	COMPUTER SOFTWARE INDUSTRY
30	INFRASTRUCTURE INDUSTRY
31	POWER INDUSTRY
32	TELECOMMUNICATIONS INDUSTRY
33	ROADS AND PORT INDUSTRY
34	OTHER INDUSTRY/ SSI/ SME
35	NBFC
36	TRADING
37	RESIDUAL ADVANCES
38	PETROLEUM INDUSTRY
39	OTHERS

Terms and Conditions for Corporate Internet Banking

1. Definitions:

- 1.1 'Account/s' refers to the account/s of the Customer, with Utkarsh Small Finance Bank, mutually designated for Corporate Internet Banking from time to time and means all existing, new and future accounts of the customer with Utkarsh Small Finance Bank. These accounts will have to be eligible account(s) for operations through Internet Banking Services and should be in the name of the client.' Customer' shall mean the person /entity availing the Internet Banking Services under these Terms and conditions.
- 1.2 'Internet Banking Services' or 'Corporate Internet Banking' or 'Services' wherever used in these terms and conditions shall mean services offered by Utkarsh Small Finance Bank to its Customers under these terms and conditions including fund transfer / payment services, cheque/ demand draft/ pay order facility, activities related to Letters of Credit, Bank Guarantees, Bills & other Trade services & Foreign Exchange Services, and any other services being made available from time to time, and shall also include all modifications of such services as Utkarsh Small Finance Bank may make from time to time.
- 1.3 'Instruction' shall mean and include all communications made or instructions given by the Customer to Utkarsh Small Finance Bank by following the Security Procedure for carrying out activities covered under the Services, including any payment instructions for making a remittance or transfer of funds.
- 1.4 'RBI' shall mean The Reserve Bank of India.'
- 1.5 'Regulations' or 'Guidelines' shall mean all rules, regulations and/ or guidelines issued by the RBI or any other governmental or statutory authority from time to time in relation to the Services
- 1.6 'Security Procedure' means such procedure prescribed by Utkarsh Small Finance Bank, from time to time, for the purpose of verifying that an Instruction or a communication amending or cancelling an Instruction is that of the Customer or for detecting error in the transmission for the content of the Instruction.
- 1.7 'Terms and Conditions' shall mean these terms and conditions as modified and supplemented, as set out herein.
- 1.8 'Users' shall mean the representatives of the Customer who have the rights to access the Accounts of the Customer through the Internet Banking Services and shall include both Users with viewing rights and Users having inputting, uploading, verification, confirmation and/or authorization rights. Where such authorization rights are given by the Customer on a joint basis, then this term shall mean such joint Users with authorization rights, as the context or meaning may require.
- 1.9 'Website/Site' shall mean the web site <www.Utkarsh.bank> or such other web site as may be notified by Utkarsh Small Finance Bank from time to time.

2. Applicability of Terms:

- 2.1 The use of Internet Banking Services is governed by these Terms and Conditions. These Terms and Conditions are in addition to and not in derogation of any other terms and conditions applicable to the Customer as prescribed by Utkarsh Small Finance Bank.

3. Services:

- 3.1 Subject to these Terms and Conditions, applicable laws, and other terms and conditions as may be specified on Utkarsh Small Finance Bank's Website, Utkarsh Small Finance Bank shall provide the Services to the Customer. Utkarsh Small Finance 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. Utkarsh Small Finance 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 therefor.
- 3.2 For availing of, or ceasing to avail of the Services, or any part thereof, the Customer shall make a separate application to Utkarsh Small Finance Bank in the prescribed format and the Customer shall be governed by the such additional terms and conditions as prescribed by Utkarsh Small Finance Bank for this purpose, as well as subject to the applicable laws.
- 3.3 Utkarsh Small Finance Bank may, at the request of the Customer, extend the Services to any other existing/ new Accounts, and these Terms and Conditions shall automatically apply to such further use of the Services by the Customer.

4. Amendment to Terms and Conditions:

Not with standing anything contained elsewhere in these Terms and Conditions, where Utkarsh Small Finance 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 Utkarsh Small Finance Bank, and Utkarsh Small Finance 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. Utkarsh Small Finance bank shall endeavour to inform the Customer of such changes.

5. Security Procedure:

- 5.1 The Customer shall, at its own risk and consequences, access the Services by following the Security Procedure prescribed by Utkarsh Small Finance Bank from time to time, including user-ID and password(s) or any other suitable means of authentication as decided by Utkarsh Small Finance Bank credit facilities available in the Account of the Customer; provided that Utkarsh Small Finance Bank may at its sole discretion be entitled to carry out any Instructions notwithstanding such inadequacy of funds without seeking the prior approval from or notice to the Customer, and, without prejudice to any other rights of Utkarsh Small Finance Bank including the right of set-off and lien, the Customer shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related costs and charges. Suitable means of authentication as decided by Utkarsh Small Finance Bank. In addition, Utkarsh Small Finance Bank may advise the Customer to adopt such other Security Procedure and means of authentication as Utkarsh Small Bank may require, and the Customer agrees to abide by such security procedure.
- 5.2 The Customer and the Users authorized by the Customer shall keep all passwords, including the password used to encrypt the private key, confidential and well protected and should not reveal the same to any unauthorized person, including to any employees and representatives of Utkarsh Small Finance Bank. Utkarsh Small Finance Bank shall in no way be held responsible, if the Customer incurs any loss as a result of the password being disclosed by the Customer or User to any third party.
- 5.3 The Customer shall ensure that each User who avails of digital signatures for the purpose of using the Services shall generate the private key and the public key by following the instructions prescribed by Utkarsh Small Finance Bank, and the Customer shall be bound by the private key and the public key so downloaded/generated by the Users. The Customer shall be responsible for the safe custody of the private key and the Customer would be responsible for, and bound by, all instructions given and/or transactions carried out by the members of its organization by using the private key and the public key. Utkarsh Small Finance Bank shall be entitled to presume as genuine all Instructions given by using the Security Procedure.
- 5.4 Utkarsh Small Finance Bank shall endeavour to adopt appropriate security measures as 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, programme or macro, which could affect the Services. Utkarsh Small Finance Bank will not be responsible for any loss, delays or failures in the processing of instructions on account of such risks.

6. Instructions:

- 6.1 All Instructions received from the Customer by Utkarsh Small Finance Bank shall only be processed during banking hours on working days. Utkarsh Small Finance Bank will only accept an Instruction if it has been transmitted to Utkarsh Small Finance Bank in the manner mentioned in these Terms and Conditions, by using the Security Procedure prescribed hereunder. Utkarsh Small Finance Bank may, in its absolute discretion but without being under any obligation, make further checks as to the authenticity of an Instruction.
- 6.2 The Customer is solely responsible for the accuracy and authenticity of the Instructions provided to Utkarsh Small Finance Bank and will be bound by any and all Instructions given and/ or transactions carried out by any User authorized by it. Utkarsh Small Finance Bank shall be entitled to rely upon all Instructions given by the Customer 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 Utkarsh Small Finance Bank, the records of Utkarsh Small Finance Bank would be final and binding on the Customer.

- 6.3 An Instruction shall remain effective till such time the same is countermanded by further instructions by the Customer or effectuated by Utkarsh Small Finance Bank. If the Customer notices an error in the information supplied to Utkarsh Small Finance Bank in any communication, it shall immediately notify Utkarsh Small Finance Bank, and Utkarsh Small Finance Bank will endeavour to rectify the error wherever possible on a 'reasonable efforts' basis. In the event of Customer's account receiving an incorrect credit by reason of a mistake committed by any other person, the Customer authorises Utkarsh Small Finance Bank to reverse the incorrect credit at any time whatsoever by debiting his account. The Customer shall be liable and continue to remain liable to Utkarsh Small Finance Bank for any unfair or unjust gain obtained as a result of the same.
- 6.4 If Utkarsh Small Finance Bank is of the opinion that (i) an Instruction received by it may not have been properly authorized by the Customer; or (ii) is conflicting, inconsistent, unclear, incomplete, deficient, contrary to any law or policy, or (iii) Utkarsh Small Finance 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, Utkarsh Small Finance 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 the manner as it deems fit. Utkarsh Small Finance Bank will not be responsible or liable for any loss to the Customer or any third party that results from 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 rules and regulations applicable to Banking Transactions done in the normal traditional way in India will also be applicable mutatis mutandis for the transactions done through Internet banking / Online Service.
- 6.6 The customer/user hereby acknowledges that they are fully aware of the risks involved in availing the said services which, inter alia, includes:- a. access by any third person using the Customer's or it's User's password. In such case, the third person would be able to transact through the net and give instructions including Payment Instructions or Third Party Funds Transfer, by which the Customer can suffer loss. b. The Internet per se is susceptible to a number of frauds, misuse, hacking or other actions which could affect payment instructions to Utkarsh Small Finance Bank. Whilst Utkarsh Small Finance Bank shall aim to provide security to prevent the same, there cannot be any guarantee by Utkarsh Small Finance Bank from such internet frauds, hacking and other actions which could affect the instructions/transactions through the said Services, causing loss to the Customer. c. The filling of applicable data for transfer and other transactions would require proper, accurate and complete details. In the event of any inaccuracy, the funds could be transferred to incorrect accounts. The Customer and the User/s shall therefore be required to take all precautions to ensure that there are no mistakes and errors and that the information given by the Customer/User/s to Utkarsh Small Finance Bank are error free, accurate, proper and complete at all points of time. d. The Customer/user is fully aware that Utkarsh Small Finance Bank is providing the said Services at the Customer's sole risk and that Utkarsh Small Finance Bank shall not be liable for any loss, damages or consequences whatsoever arising due to any erroneous or incomplete information or any delay in executing the instructions for any other reasons. On the other hand in the event of the Customer's Account receiving an incorrect credit by reason of a mistake committed by some other Person, Utkarsh Small Finance Bank shall be entitled to reverse the incorrect credit at any time without the consent of the Customer. The Customer shall be liable and responsible to Utkarsh Small Finance Bank and agree to accept the Utkarsh Small Finance Bank's instructions without questions for any unfair or unjust gain obtained by the Customer.
- 6.7 Utkarsh Small Finance Bank shall not be responsible for any delay in carrying on the 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, howsoever caused.
- 6.8 If any Instruction cannot be given effect unless it is affected by requisite documentation, Utkarsh Small Finance Bank shall not be required to act on such Instruction until it receives such documentation.
- 6.9 Utkarsh Small Finance Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds.
- 6.10 In case of any Instruction relating to any foreign currency transaction made by the Customer, the exchange rates quoted by Utkarsh Small Finance 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 is given effect to would be the effective rate for all intents and purposes.
- 6.11 Any Instructions given by the Customer should not contravene the provisions of the applicable law including, without limitation, the Regulations, various regulations framed under Foreign Exchange Management Act, 1999, and other rules and regulations laid down by Reserve Bank of India including Exchange Control Regulations.
- 7. Authority to Utkarsh Small Finance Bank for Internet Banking Services:**
- 7.1 The Customer irrevocably and unconditionally authorises Utkarsh Small Finance Bank to access all its Accounts) registered for the Services, for effecting banking or other transactions performed by the Customer through the Internet Banking Services by giving Instructions.
- 8. Transaction Limits:**
- Utkarsh Small Finance Bank may, from time to time, specify maximum and minimum transaction limits for its various services. The Customer shall be bound to comply with such limits imposed by Utkarsh Small Finance Bank.
- 9. Changes in Information:**
- 9.1 Any changes in the information provided by the Customer shall be communicated by the Customer to Utkarsh Small Finance Bank in the manner stipulated by Utkarsh Small Finance Bank, along with accompanying corporate resolutions. The Customer shall be entitled, to modify its list of Users from time to time, by giving a letter to this effect to Utkarsh Small Finance Bank, along with accompanying corporate resolutions. Any such change shall be effective only after the Customer has been intimated of the implementation of the changes by Utkarsh Small Finance Bank, and till such time Utkarsh Small Finance 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 Utkarsh Small Finance Bank.
- 10. Confidentiality & Disclosure:**
- The Customer hereby authorises the use of confidential information of the Customer by Utkarsh Small Finance Bank and the transfer by Utkarsh Small Finance Bank of any information relating to the Customer to and between the branches, subsidiaries, representative offices, affiliates, auditors and agents of Utkarsh Small Finance Bank, wherever situated, for confidential use in connection with the provision of the Services to the Customer, and further acknowledges that any such branch, subsidiary, representative office, affiliate or agent shall be entitled to transfer any such information as required by any law, court, regulatory or legal process.
- 11. Disclaimer of Warranties:**
- Except as warranted herein and in the Terms and Conditions, Utkarsh Small Finance Bank makes no other express or implied warranty with respect to the Services provided hereunder, and 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 Internet Banking systems/ Services, title, satisfactory quality, merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Internet Banking or any transmission of information from Utkarsh Small Finance Bank to the Customer being virus free.
- 12. Indemnity:**
- 12.1 The Customer agrees that the Customer shall indemnify and hold Utkarsh Small Finance Bank, its officers, director, agents and employees harmless (a) against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which Utkarsh Small Finance 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 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 Services or by reason of Utkarsh Small Finance Bank in good faith taking or refusing to take action on any instruction given by the Customer (b) against any actions, claims, demands, duties, penalties, taxes, loss, damages, claims, suits (including attorney's fees), expense, charges and other liabilities whatsoever that may be brought or made against or that may be caused or sustained by the Bank, its affiliates, directors, employees, representatives, agents due to providing the "Online Internet Banking" to the Customer or due to failure of the system or for violation of any of the Terms and Conditions of the said Core Banking Facilities by the Customer and / or by the representative of Customer, User/s or for any other reason.
- 12.2 The Customer has read and understood the terms and conditions of the "Online Internet Banking" displayed on Bank's Web site www.utkarsh.bank contained in the annexure to the CIB Application Form for the "Online Internet Banking" and agree to fully abide by the said terms and conditions and also the time to time modifications that may be made by Utkarsh Small Finance Bank Limited in the said Terms and Conditions. The Customer irrevocably agree that any modifications made by Utkarsh Small Finance Bank Limited to the said terms and conditions and displayed on the Bank's Web Site or on the notice Board of the Branch shall be binding on the customer and the Customer waives a separate notice for the same from Utkarsh Small Finance Bank Limited. The Customer further agrees and undertakes that the Customer shall only be liable and responsible for any liability, claims of any nature, loss and any damages that may arise due to misuse or otherwise of the "Online Internet Banking" either by the Customer, its staff, agents, the User/s authorized by the Customer or by any person making an unauthorized access to the accounts of Customer or that may arise due to outcome of / decision in any suit or claim or other proceedings filed/initiated against Bank by any person.
- 12.3 The Customer further agrees and undertakes that the Persons authorized by the Customer to operate the it's accounts on its/his/their behalf (User/s) under the "Core Banking Facility" shall follow the terms and conditions of the "Online Internet Banking " and the Customer shall be bound by all acts and / or omissions on the User/s part and the Customer undertakes responsibility for the acts or omissions of the User/s and it shall not be challenged by the Customer for any reason whatsoever so as to make the Bank liable for the same. The Customer will not hold the Bank responsible for the Internet Data being hacked or fraudulently used or if the data is used to defame anyone or if the data is used in any manner adverse to the Customer.
- 12.4 Further, the liability of Customer hereunder shall be absolute, unconditional, irrevocable and continuing and shall not in any manner be affected by any other indemnity or guarantee or security, which Bank may have and the Customer do hereby undertake to pay Bank forthwith on demand, without proof or condition and without protest or demur any and all the sums stated in any notice, claim, demand or other communication addressed by Bank, as the case may be, to Customer as payable to them hereunder.
- 13. Internet Banking Records and Transaction Terms:**
- 13.1 Utkarsh Small Finance Bank shall issue to the Customer a statement of Accounts through online / offline mode for verification at the Customer's end. The Customer shall within a period of 7 (seven) days from date of transaction report to Utkarsh Small Finance Bank any discrepancy in the execution of an Instruction. The Customer agrees that it shall not be entitled to dispute the correctness of the execution of an Instruction or the amount debited to its Account if it fails to report the discrepancy within the aforesaid period.
- 13.2 All the records of Utkarsh Small Finance Bank generated by the transactions arising out of the Instructions, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the Instructions received by Utkarsh Small Finance Bank and the consequent transaction.
- 13.3 The Customer agrees not to object to the admission of Utkarsh Small Finance Bank's records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer.
- 13.4 Utkarsh Small Finance 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 government authority.
- 14. Termination:**
- 14.1 Subject to this Clause 14, Utkarsh Small Finance Bank reserves the right to discontinue all or any of the Services at any point of time with 30 days prior notice, save and except in circumstances where Utkarsh Small Finance Bank has discontinued all or any of the 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 user.
- 14.2 Closure of Accounts of the Customer will terminate the Service.
- 14.3 The Customer is entitled to cancel the Services provided herein by giving a 15 days prior notice to the other party in this regard.
- 14.4 Utkarsh Small Finance Bank shall not be liable for any damages, claims of any nature whatsoever by reason of such termination or discontinuation of the Services.
- 15. Force Majeure:**
- Utkarsh Small Finance 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 Utkarsh Small Finance Bank, including without limitation, network failure, faults in computer systems, storage devices natural calamities, legal restraints or any other reason.
- 16. Charges:**
- The Customer hereby agrees to bear all the charges/fees alongwith all taxes applicable to the Services as may be stipulated by the Utkarsh Small Finance Bank from time to time, or rates/charges mutually agreed from time to time for availing of the Services and intimated to the Customer through the Website or through any other medium, as Utkarsh Small Finance Bank may deem fit. Utkarsh Small Finance Bank shall have the right to set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits held in the Customer's accounts, to the extent of all the outstanding dues, arising as a result of usage of internet banking services by the customer/regulatory compliance.
- 17. Non - Transferability and Non-Assignability:**
- The grant of the Services to a Customer is not transferable 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 Services or any part thereof to any other person. Utkarsh Small Finance Bank may subcontract and employ agents to carry out any of its obligations in relation to the Services.
- 18. Governing Law and Jurisdiction:**
- The construction, validity and performance of the 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 Utkarsh Small Finance Bank's Corporate Internet Banking 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 Utkarsh Small Finance Bank's.