

'FEDEBIZ' TERMS AND CONDITIONS

1. Customer agrees to avail the Internet Banking Services /Payment Services and other Facilities through the Bank's website www.federalbank.co.in and through mobile version, offered by The Federal Bank Ltd to its corporate customers ("referred to as FEDEBIZ"). The Customer do hereby accept such terms, regulations, conditions and stipulations laid down by the Federal Bank Ltd, (hereinafter referred to as 'the Bank') from time to time, for the purpose.
2. By logging on to the website and/or by using the mobile version of the FedEBiz platform for availing the facilities through FedEBiz, the customer confirms unequivocally to these Terms and Conditions guiding the operation of the FedEBiz Services.
3. The Customer shall execute from time to time necessary documents including authority letter(s) for the purpose.
4. The Customer shall nominate Internet Banking Administrators and other users (herein after referred to as the 'Authorised Users' or 'Authorized Signatories') to operate the accounts of the customer through internet , including payments, fund transfers, and to avail other facilities and services like Supply Chain Finance, Trade Finance, E-Collections offered by the bank through FEDEBIZ.
5. The Bank is entitled to accept and act upon instructions given by the Authorised Users through "FedEBiz" service through electronic medium singly or jointly by using valid Username or Password in respect of Customer's account(s) as per the operating rules from time to time.
6. The Bank reserves the right to modify, change, add or cancel any of the services offered through FedEBiz or the Terms and conditions of Services listed in this Document. The changes will be notified in the website of the Bank.
7. The Bank accepts the obligations to maintain confidentiality, privacy and integrity of the transactions completed through FedEBiz. Record in respect of the transactions entered through the FedEBiz e will be maintained by the Bank in accordance with the existing practice of the Bank.
8. The Bank shall be entitled to act upon the instructions of the Customer provided through Users/External Users and the Bank shall not be under any obligation to seek any confirmation or clarification from the Customer before acting on any instruction of the Customer provided through Users/External Users.
9. Entering the wrong User ID/ Password thrice will block the Facility to the account for the day and three such consecutive blockages will deactivate the customer and the customer should re-register for the facility as per the procedure laid down for the same.
10. The Customer is responsible for intimating to The Bank any change in his Mobile Phone Number or email address or Account details and The Bank will not be liable for sending Alerts or other information over the Customer's mobile phone number/email address /fax number recorded with The Bank.
11. The Bank shall be entitled to use such hardware, software and/or such other equipments as may deem fit by the Bank and modify the same as necessary or appropriate for providing the services. The Customer may also be required to modify/upgrade its systems to comply with the standards of the payment mechanisms (then in force) and the standards applicable to the various services provided by the Bank.
12. The Authorised User is free to choose a Username /ID/ Password (Personal Identification Number (Password) for the facility of his choice as per the guidelines provided by the Bank. However, if due to technical or other reasons, Bank decides that the Username/Password/ID chosen by the Authorised User cannot be allotted to him/her, the Authorised User will have to choose another Username /ID/ Password. The Authorised User is advised to avoid choosing a password that is a dictionary word or is guessable/inferable from personal data such as name, date of birth, address, telephone number, driving license/car number etc.
13. The Authorised User can access FedEBiz from anywhere, anytime. However, as a matter of precaution and safety, the Authorised User should avoid using PCs with public access. In the case of mobile facilities, the access is subject to availability of mobile network/internet connectivity.
14. In the interest of customer safety the system does not permit retrieval of a lost or forgotten Password. In case the Authorised User forgets his/her Password, the Authorised User will have to register for a duplicate Password and a fresh Password will be issued to the Authorised User.
15. In case of an unintended termination of a valid session due to break in Internet Connectivity and/or mobile network, it is suggested that the Authorised User login afresh and verify the status of last requested transaction and ensure that it has been recorded successfully and correctly.
16. 'FedEBiz' is a service offered by the Bank as per the Terms of Service and the Bank is within its rights to deny access or withdraw access if the Customer/Authorised User is found to be acting in violation of the terms of service.
17. Transactions originated by the Users are logged and transmitted to the concerned Bank Branch database for fulfilment. The requests take effect from the time these are recorded / registered at the respective branch where the customer/ corporate is maintaining the account. The rules, regulations and conventions applicable to the banking transactions in the physical world will be applicable mutatis mutandis for the transactions done through the FedEBiz - service. For the present transaction, requests would be processed at the branch during the business hours on the same day or next working day.
18. The bank presupposes and the Customer acknowledges that log-in using appropriate User Name /ID/ Password is a valid session initiated by none other than the Authorised User to whom the said User Name /ID/ Password belongs. The Bank shall rely upon all electronic communications, orders or messages to the Bank through the internet and the Bank shall take it for granted that the originator of the communication is the Authorised User to whom the User Name /ID/ Password has been issued.
19. The Bank is not bound to enquire as to whether or not the Authorised User has been duly authorised to access the FedEBiz on behalf of the Customer by an appropriate or competent authority of the Customer/Corporate. Accordingly, a person using the FedEBiz on behalf of the Customer shall be presumed by the Bank to have authority to have access to the FedEBiz Service. Further any transaction done by the Customer/authorised user under FedEBiz whether initiated by the Customer/authorised user or not, shall be deemed to have originated from the Customer/Authorised User.
20. The Bank's obligation and remedy in the event of interruption to the Services or loss of use and/or access to the FedEBiz, shall include taking all reasonable measures to restore the FedEBiz Service and/or access thereto as soon as reasonably possible.
21. The Bank shall not be liable for any direct, indirect or consequential loss or damage sustained by the Customer by any direct or indirect use of or reliance on the electronic communication, orders or messages. The bank shall also not be liable to the Customer for any loss or damage caused to the customer in connection with the FedEBiz facilities on account of interruption or stoppage to the access to and/or use of this FedEBiz arising on account of circumstances not attributable to the bank or beyond control of the bank.
22. Without prejudice to any other provision of this document, the Bank does not warrant to the Customer that the FedEBiz will be provided uninterrupted or free from errors or that any identified defect will be corrected; or the FedEBiz shall provide any function not set out or described in any associated documentation provided by the Bank.
23. Notwithstanding what is stated in these terms and conditions, no executive, officer or employee of the Bank shall incur any personal liability for having provided the FedEBiz to the Customer/Authorised Users and for acting upon their instruction in good faith.
24. Though the Bank strives to maintain the quality of service, timely delivery and execution of the instructions given by the Customer, the same is not guaranteed by the bank and the Bank does not accept any responsibility for any delay and/or for not effecting or not completing any transaction entered into on the FedEBiz due to any break-down in computer hardware or software systems including any break-down of internet services , mobile network or internet connectivity or any delay or default of service providers from whom the bank has availed of the services for providing the FedEBiz.
25. The Bank may for any reason refuse to execute any instructions placed by the Customer or the Authorised User.

26. Notwithstanding anything contained herein, where the Bank has reason to believe that any transaction/debits or marking of liens, have been fraudulently made (hereinafter referred to as a "suspect transaction"), the Bank shall be entitled to withhold payment pertaining to such suspect transaction in accordance with the regulatory laws relating to Money Laundering etc. If the Bank determines after due enquiry and investigation that the transaction is a valid transaction and not a suspect transaction, the Bank shall release such withheld payment. Provided that the Bank shall not withhold payment to the Customer without sufficient cause, which shall be informed by the Bank to the Customer on the finding of such sufficient cause. Provided further that if within the period of 6(six) months the Bank determines after due enquiry and investigation that any suspect transaction is not a valid transaction at all, the Bank shall reverse the invalid transaction, consequently the Customer shall be liable to the bank for the resulted outstanding balance, if any.
27. The Authorised User must keep the User Name /ID/ Password strictly confidential and known only to himself. It is a good practice to commit the Password to memory rather than write it down somewhere. The Bank shall not be responsible for loss sustained by the Customer due to breach of this condition. The Authorised User is also cautioned against leaving the computer unattended during a valid session and/or against the customer permitting any other person to have access to his mobile phone or leaving the mobile device unattended during a valid session.
28. Should the Authorised User notice that any information relating to the Customer's account(s) appearing on FedEBiz is incorrect or discrepant the same should be immediately brought to the notice of the branch(es) of the Bank by telephone/e-mail or letter.
29. The Authorised User shall not attempt or permit others to attempt accessing FedEBiz through any unlawful means.
30. The Bank has taken care to protect the confidentiality and integrity of customer data or transaction on FedEBiz. At the same time this is a joint endeavour of the Bank and the Customer. The Bank therefore, expects the Customer to appreciate the risks unique to transacting on the Internet and take precautions, as it may deem fit, in the interests of protecting confidentiality and transactional integrity. It is highly recommended that the advices of the IT department of the Customer or an external consultant be sought in this regard. Similarly, for best results it is suggested that the Customer's internal processes may be aligned to the procedures prescribed for the system.
31. The Authorised User/s undertake/s that if any wrongful use or misuse of the system is noticed by the User or any other person authorised by the Customer it shall be the responsibility of the User to bring the same to the notice of the Bank forthwith and the User shall also co-operate with the Bank in the event of the Bank giving any alert about such wrongful use or misuse of the FedEBiz.
32. The Authorised User undertakes not to disclose the conditions or any of the transactions made or entered through the FedEBiz or any information that may come to the user's knowledge while using the FedEBiz.
33. The Bank has the absolute discretion to amend or supplement any of the terms and conditions contained herein at any time and will notify such changes in the website of the Bank.
34. The Bank may introduce new services through FedEBiz from time to time. The existence and availability of the new services will be notified to the customer or user or will be notified in the website of the Bank as and when they become available. The changed terms and conditions applicable to the new FedEBiz shall be binding on the customer as well as the Authorised Users.
35. The grant of FedEBiz facilities to the customer through its Authorised Users is not transferable under any circumstances and shall be used only by the customer.
36. The customer may request for termination of the FedEBiz facility or for making any addition, deletion or substitution of the name/s of the Authorised User/s or effecting any change in the mode of operation of the FedEBiz account by giving prior written request/notice of at least 10 days to the concerned Branch of the Bank where the application for availing the FedEBiz facility was registered and the account/s of the Customer is/are maintained. Such request/ notice shall be in the format prescribed by the Bank and signed by the Authorised Signatory/Signatories of the Customer supported by necessary resolution passed by appropriate authority/body of the customer. A letter given by the customer for change in the mode of operation or addition, deletion or substitution of the authorized Signatory/Signatories for operation of any or all the accounts of the Customer maintained with the Bank shall not be treated or considered as a request letter/notice for effecting change in the operation of or name/s of the Authorised User/s of the FedEBiz facility granted to the customer unless the required changes are requested for with regard to the FedEBiz facilities also by giving a separate request/notice in the prescribed format as aforesaid. The Customer shall remain responsible for all transactions made in the customer's account(s) through FedEBiz prior to the cancellation of the FedEBiz or prior to the changes actually effected by the Bank as per the request of the Customer irrespective of the date of submission of the request/notice for effecting the change by the customer and receipt of the same by the Bank.
37. The Bank may at its discretion withdraw the FedEBiz facility granted to the customer at any time by giving reasonable notice to the customer or any of the Authorised Users. If the FedEBiz service is withdrawn by the Bank for a reason other than breach of the terms and conditions by the customer or the Authorised User the Bank's liability shall be restricted to the return of the annual/recurring charges, if any, recovered from the customer for the period in question.
38. The Bank may suspend or terminate FedEBiz facilities without prior notice to the customer if the customer or the Authorised User has breached any of the terms and conditions contained herein or any modifications effected to the same or the Bank learns of the death, bankruptcy, lack of legal capacity or existence of any dispute affecting the customer which in the opinion of the Bank is having a bearing on permitting operation of the account through the FedEBiz facility granted to the customer. The closure of the FedEBiz accounts of the customer will automatically terminate the FedEBiz.
39. By signing the Application Form for FedEBiz the Customer confirms that the Terms of service herein contained shall constitute the agreement between the Bank and the Customer for the use of the FedEBiz.
40. Authorised User/s confirms that he/they is/are duly authorized by the Customer to execute this Terms & Conditions.
41. The Customer agrees to pay charges/fees for FedEBiz as may be prescribed by the Bank from time to time.
42. In addition to the terms and conditions contained herein all the terms and conditions governing the use of "FedEBiz", the Internet Banking service of The Federal Bank Ltd as applicable to individual customers, as provided in the website of the Bank, shall also be applicable to and binding on the "FedEBiz" customer/s and the Authorised User/s to the extent the same are not inconsistent with the terms and conditions contained herein.
43. The Customer hereby undertakes and agrees to protect the Bank against all claims and liabilities arising directly or indirectly as a result of any breach or non-performance by any user or any act, neglect or default of the user.
44. Any dispute between Customer and the Bank with regard to the transactions done through FedEBiz will be subject to the jurisdiction of the competent Courts where the concerned Bank branch maintaining the relative account of the Customer is located and will be governed by Local Laws in force from time to time.
45. The Bank reserves the right to reject a customer's application for the FedEBiz Facility without assigning any reasons.
46. The Bank has the right to impose limits/cap on transaction (per transaction, daily, weekly, monthly), transaction velocity limit, etc. as may be decided by the Bank from time to time and such transaction limits shall be notified on the website of the Bank.
47. The Bank is authorised to provide any information or details relating to the Customer or to third party to facilitate the providing of the Facilities through mobile version of FedEBiz Platform and so far as is necessary to give effect to any instructions. The Customer accepts that each Alert may contain certain Account information relating to the Customer. The Customer authorises the Bank to send Account related information, though not specifically requested, if the Bank deems that the same is relevant. The Bank shall not be held responsible for the violation of confidentiality, secrecy and security of the Personal or Account information being sent.
48. The Customer undertakes to provide accurate information wherever required and shall be responsible for the correctness of information provided by him to the Bank at all times including for the purposes of availing of the facilities under Fed E-Biz. The Bank shall not be liable for consequences arising out of erroneous information supplied by the Customer.

49. The Bank shall have the paramount right of set-off and lien on the moneys held in the customer's account whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of the Bank towards the satisfaction of the Customer's liability, if any under the FedEBiz facilities and Bank has the right to adjust, set-off any monies lying to the balance of any Account/s held by the Customer with the Bank towards Customer's liability, if any under the FedEBiz facilities.
50. In the case of payment services of FedEBiz, the Customers can request the Bank to remit /transfer funds from the customer's account with the bank to certain beneficiaries through FedEBiz as may be stipulated by the customer based on the data furnished to the bank by the customer.
51. Upon the request of the customers and based on the terms and conditions as may be stipulated by the bank, the bank may provide payment services i.e. Intra Bank, NEFT,RTGS,IMPS under the FedEBiz Platform as per the requirements of the customers.
52. For availing the payment services /other services contemplated under this Terms & Conditions, the customer shall open Bank account(s) with the Bank. The customer shall arrange to fund the accounts and in the event of failure to open the account as envisaged, the Bank shall not process the files or make any payments.
53. FedEBiz software shall enable the Bank to arrange processing of Intra Bank, NEFT, files and other services offered through the software and the customer shall upload the files through internet.
54. The customer hereby authorize the Bank to execute NEFT, Intra Bank, RTGS,IMPS transactions on behalf of the customer solely based on the details uploaded by the customer as per the instructions of the Bank. The customer undertakes that it shall not hold the Bank responsible for any technical failure relating to the Internet or any other information technology system.
55. The customer hereby agrees and confirms that the duty of the Bank shall be limited to making payment from the customer's Bank account number as mentioned in the form with the Bank, subject to availability of clear funds in the customer's account to the designated account of the beneficiary, as stipulated by the customer. In case of insufficient funds, the transactions will not be processed by the Bank.
56. No implied duties or obligations shall be read or deemed to be read into these terms and conditions against the Bank. Apart from duty to remit funds as aforesaid, the provisions of any agreement, arrangement or understanding executed between the customer and/or the beneficiary shall not bind the Bank.
57. The customer hereby expressly agrees that the Bank shall not have or incur any financial liability or obligation of any nature whatsoever to any person or entity, by reason of its executing this document and accepting the mandate of remitting the funds. This document shall not be constructed as a guarantee or a sanction of credit facility on the part of the Bank to remit the funds and it shall be the sole liability and responsibility of the customer to arrange for clear funds into the customer's Bank account before issuing the fund transfer instructions to the Bank.
58. The customer agrees, confirms and acknowledges that there is an inherent risk in such uploading of the data particularly in respect of an unauthorized person using the User ID and password. The customer undertakes to have all necessary security systems in place and to take all safety precautions in order to safeguard the User ID and password.
59. The Bank shall accept and/or act upon any request made by the customer on FedEBiz, requesting remittance of funds from the customer's account with the Bank to the account of the beneficiary or remit the funds as per the mode requested by the customer. The Bank shall have the right to act upon the aforesaid requests on FedEBiz without going into the authenticity and/or validity and/or authorization of the requests which are received by the Bank on the aforesaid site and such requests shall be deemed to be authentic, valid and duly authorized by the customer. The customer hereby agrees that the customer shall irrevocably and unconditionally be bound by such above mentioned requests given to the Bank by the customer through FedEBiz and the customer shall not be entitled to dispute the authenticity, validity or authorization of any such request appearing to have been sent to the aforesaid site by the customer. The customer undertakes that the web facility provided to it shall be utilized for the specific purpose as determined by the Bank and is aware and agrees that the Bank shall be processing the files based on the data uploaded by the customer through the Internet and the responsibility and risks for the same shall be solely borne by the customer.
60. The customer agrees not to utilize the said specific account for any purpose other than to avail the services contemplated under this Terms & Conditions and the customer shall receive the details of the transactions executed and it shall be the obligations of the customer to cross check the list with the uploaded data.
61. The Bank shall not be liable for(a) any unauthorised use of the Customer's User ID/Password, mobile phone or for any fraudulent, duplicate or erroneous instructions given by the customer/authorised user and/or any third party,(b) acting in good faith on any instructions received by the Bank,(c) error, default, delay or inability of the Bank to act on all or any of the instructions given by the customer/authorised user,(d) loss of any information/instructions in transmission;(e) unauthorized access by any other person to any information /instructions given by the Customer or breach of confidentiality (f) any unauthorized transaction in the customer's account as a result of any default/error/technological problem or duplication of mobile number / SIM of the Customer such as but not limited to SIM card cloning, virus/malware in handset etc.
62. The Bank shall not be liable if the FedEBiz facilities are not available for reasons including but not limited to natural calamities, legal restraints, system error, faults in the telecommunication network or network failure, lack of internet/network connectivity or any other reason beyond the control of the Bank.
63. In consideration of the Bank having agreed to extend the FedEBiz facility to the Indemnifier, the Indemnifier hereby irrevocably undertakes and agrees to indemnify and hold harmless the Bank, its directors, officers and employees from and against any direct , consequential or indirect, loss or damage arising from or related to the use of all or any of the services under the FedEBiz facility by the Indemnifier /its Authorised Users /signatories.
64. The Indemnifier agrees and confirms that the Indemnifier shall be solely responsible for all the transactions effected by the Indemnifier by using the FedEBiz facility and that the Indemnifier shall indemnify the Bank at all times and save harmless from and against all claims, losses, damages, costs, liabilities, charges and expenses incurred, suffered by the Bank and also against all demands, actions suits and proceedings filed or instituted against the Bank on account of providing FEDEBIZ facility to the Indemnifier and/or in connection with or arising out of or relating to any of the transactions performed by the Indemnifier/its authorized signatories or authorized users through FedEBiz facility.
65. The Indemnifier also confirms and agrees that the Bank shall not be responsible to verify the authenticity of the transactions effected by the Indemnifier/its authorized users /signatories through FedEBiz facility and the bank shall not be responsible for verifying the authenticity of the requests/ data received from the Indemnifier/authorized users/signatories for remittance of funds from the Indemnifier's account to the account of the beneficiary through FedEBiz facility .
66. The Indemnifier shall at all times indemnify and keep safe, harmless and indemnified the Bank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever the Bank may incur, sustain, suffer or be put to at any time as a consequence of the bank acting on or omitting or refusing to act on any instructions given by the Indemnifier and/or its authorized signatories using FedEBiz facility. This indemnity shall be a continuing indemnity and shall remain in force forever.

Accepted
Name/s and Signature/s
(Authorized Signatories)

1.

2.

3.

Place:

Name/s and Signature/s
(Authorized Signatories)

1.

2.

3.

Date: