

FEDNET APPLICATION FORM

To
The Federal Bank Ltd.
Branch.

FEDERAL BANK

YOUR PERFECT BANKING PARTNER

Dear Sir,
I am furnishing the following information for availing the FedNet service from Federal Bank

PERSONAL DETAILS

Customer ID:*	<input type="text"/>	Primary A/c No.:	<input type="text"/>
Name:*			
If Individual, Account holder is: <input type="checkbox"/> Primary Holder <input type="checkbox"/> Secondary Holder			
Date of Birth / Date of Incorporation:*			
Email ID:*			
Where to send your FedNet Password?:	Communication Address:	Branch:	
House/Bldg/Flat	Phone Residence:		
Place/Street:	Phone Office:		
Post Office:	Phone (Mobile):		
District/City:	Fax:		
State:	Country:	Pin Code:	
Please note that online activation of facility of FedNet is possible only based on the following information			
Mother's Maiden Name:*			
Federal Bank ATM Card No.:			

USER-ID CHOICE, IN THE ORDER OF PREFERENCE (Minimum 3 characters & maximum 15 characters)

1		2		3	
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CONSTITUTION (Please tick)

A) Individual:	<input type="checkbox"/>	B) HUF:	<input type="checkbox"/>	(i) For constitutions (e), (f) and others, a resolution (in the prescribed format should be obtained in the letter head of the firm along with the mandate for availing transaction facility. (ii) For accounts with mode of operation other than single, like Joint/ E or S etc, the mandate of all the holders should accompany the application
C) Sole Proprietorship:	<input type="checkbox"/>	D) Partnership:	<input type="checkbox"/>	
E) Pvt Ltd Company:	<input type="checkbox"/>	F) Trust:	<input type="checkbox"/>	
Others:	<input type="checkbox"/>	Facility Details:	View Only <input type="checkbox"/>	View & Transaction <input type="checkbox"/>

DECLARATION BY THE APPLICANT

1) I hereby declare that the above details are correct, and I wish to link all accounts opened under my Customer-ID in the FedNet Services.

2) I confirm that in all these accounts, I am the sole signatory or authorised to act alone where accounts are in joint names. For joint accounts I am Submitting here with mandate from Joint Account Holders.

3) I have read and agreed to abide by the Terms and Conditions governing FedNet Inter Bank services/Utility bill payments/ E-Commerce through FedNet Service.

4) I understand that SMS based OTP will be enabled as default Two Factor Authentication (2FA) in my FedNet account. I request the Bank to activate my account online at the time of my online request. I understand the Terms and Conditions related to online activation of the FedNet Account. I also understand that the view facility is mandatory to process online activation request, and hence I request you to enable view facility in my FedNet account.

5) I agree to receive an ePIN mailer to the email address and mobile number specified herein above from the Bank for authenticating and setting the login and transaction password for my FedNet Account.

Place: _____ Date: _____

Signature of the Account Holder (USER)

FOR BRANCH USE

FOR CPC USE

Instruction to Branch: Online activation of FedNet is based on Mother's Name, Date of Birth, Passport No., Email ID etc. The above details shall be updated on Finacle before sending the applications to CPC. Do not send fresh application form to CPC if the customer is already having a FedNet user ID.

Branch Name:	USER-ID allotted:
CUST-ID (of primary A/c Holder):	User Data recorded on:
A/C No.:	User Data enabled on:
Mandate obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>	Application No.:
Recommended: Name and Signature of Official	Name and Signature of Official (CPC)
Place: _____ Date: _____ Signing Power No.:	Place: _____ Date: _____ Signing Power No.:

*Mandatory

The Federal Bank Limited, Red. Office: Aluva.

FEDNET MANDATE-INDIVIDUALS

(Applicable for accounts of individuals having more than one operator)

Name of Joint Account Holders (other than User):

1

2

3

We authorise (USER*) to avail of the FedNet service in respect of all accounts linked to his/her Customer-ID mentioned in this application form. We undertake to ratify and confirm all and whatever the User does or causes to do through FedNet-Internet Banking Service. This authority shall continue to be in force until any one of us revokes it by a notice in writing delivered to you. I/We understand that SMS based OTP will be enabled as default Two Factor Authentication (2FA) in our FedNet account.

Signature of Joint Account Holders (other than user)

1

2

3

FEDNET MANDATE- Trust / Society / Associations / Partnership / Company & Others (Non INDIVIDUALS)

(In the case of partnership firms to be signed by all partners. In the case of Trusts to be signed by all Trustees,
In the case of Society to be signed by all members, In the case of Company to be signed by Authorised officials of the Company)

We have read and understood the terms and conditions of FedNet - Internet Banking Service of the Federal Bank Limited and we applied for opening an account in the name of *Company / Firm / Trust with you.

We hereby declare that Shri. / Smt. is authorised to operate the said FedNet account singly on behalf of the Company / Firm / Trust and to avail of the related FedNet service and to do any transactions through FedNet representing the Company / Firm / Trust.

We hereby also declare that all his acts, transactions, instructions shall be binding on the Company / Firm / Trust and ourselves individually (in the case of partnership firm) and we shall remain liable to honour the same.

We undertake to ratify and confirm all and whatever the user does or causes to do through FedNet - Internet Banking Service. I/We understand that SMS based OTP will be enabled as default Two Factor Authentication (2FA) in our FedNet account.

We hereby declare that the authority hereby given is in conformity with the Memorandum and Articles of Association/Board Resolution/Partnership Deed / Trust Deed of the Company / Partnership / Trust.

This authority shall continue to be in force until we revoke it by a prior notice in writing and delivered to you. Dated day of20.....

NAMES AND SIGNATURES

1

2

3

Terms and Conditions governing the use of FedNet - the Internet banking Service of The Federal bank Ltd.

- Definitions:** In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise • **BANK** refers to The Federal Bank Ltd, a banking company incorporated in India under the Companies Act 1956 and having its registered office at Federal Towers, Bank Junction, Aluva 683101, Kerala, India and having branches/offices all over India. The term includes the successors and assigns of The Federal Bank Ltd. FedNet is the trade name of BANK's Internet Banking Service, which provides access to account information, Utility Bill Payment, E-Commerce, products and other services as advised by the BANK from time to time to the BANK's customers through the Internet. The words FedNet and FedNet Service are used interchangeably in this document. USER refers to a customer of the BANK authorized to use FedNet for availing any of the above services of the Bank • **FedNet ACCOUNT** refers to the User's Savings and/or Current Account and/or any other type of account so designated by the Bank to be eligible account(s) for operations through the use of FedNet. One of these accounts will be designated as Primary Account. All other accounts (if any) of the USER will be called Secondary Account(s). The USER should be either the account holder and sole signatory or authorized to act alone when there is more than one signatory. An account in the name of a minor or an account in which a minor or an account, in which a minor is a joint account holder, is not eligible to be a FedNet account **PERSONAL INFORMATION** refers to the information about the USER obtained in connection with the FedNet service. **TERMS** refer to Terms and Conditions for use of FedNet as specified in this document. In this document, all references to the USER being referred in masculine gender will also include the feminine gender.
- Applicability of TERMS:** These TERMS form the contract between the USER and the BANK. By applying for FedNet and accessing the service the USER acknowledges and accepts these TERMS. These TERMS will be in addition to and not in derogation of the terms and conditions relating to any account of the customer.
- Application for FedNet:** The BANK may offer FedNet to selected customers at its discretion through its identified branches. The customer would need to be a current Internet user or have legal access to the Internet and knowledge of how the Internet works. Interest in the use of FedNet may be registered online through the BANK's web site. The BANK will forward the FedNet application form, a copy of these terms and conditions and the brochure explaining the service to the person who has registered his interest. Alternatively, the customer can download the application form from the BANK's web site, fill up the form and forward it to any of the branches in which he maintains his account. The acceptance of the registration and the acknowledgement thereof does not automatically imply the acceptance of application for FedNet. The BANK will advise from time to time the Internet software such as Browsers, which are required for using FedNet. There will be no obligation on the BANK to support all the versions of this Internet software.
- FedNet Service:** The BANK shall endeavour to provide to the USER through FedNet, services such as enquiry about the balance in his FedNet account(s), details about transactions, Statement of Account, Request for issue of cheque-books, Request for transfer of funds between accounts of the same USER, request for transfer of funds from User's account to the account(s) of third parties subject to the ceiling if any prescribed by the Bank from time to time, request for issue of Demand Drafts to self or to third parties subject to the ceiling if any prescribed by the Bank from time to time, standing instructions as to operations in the account, stop payment instructions, utility bill payment through Internet, payment instructions under E-Commerce and such other facilities as the BANK may decide to provide from time to time. These facilities shall be offered in a phased manner at the discretion of the BANK. The BANK may also make additions/deletions to the services offered through FedNet at its sole discretion. The availability/non-availability of a particular service shall be advised through email, web page of the BANK or written communication • The Bank shall take all reasonable efforts to carryout the instructions given by the User as expeditiously as possible and the Bank shall not be held liable for any omission or delay in carrying out all or any of the said instructions due to circumstances beyond the reasonable control of the Bank. The BANK shall take reasonable care to ensure the security of and prevent unauthorised access to the FedNet SERVICE using technology reasonably available to the BANK. The USER shall not use or permit to use FedNet or any related services for any illegal or improper purposes.
- FedNet Access:** The USER would be allotted a FedNet User-Id and a secret password by the BANK in the first instance. The USER will be required to change the password assigned by the BANK on accessing FedNet for the first time. As a safety measure the USER shall change the password as frequently thereafter as possible. In addition to User-Id and Password the BANK may, at its discretion, advise the USER to adopt such other means of authentication including but not limited to digital certification and/or smart cards • The USER shall not attempt or permit others to attempt accessing the account information stored in the computers of the BANK through any means other than the FedNet service.
- Digital Pinmailer:** The USER agrees to receive an ePIN mailer from the Bank for authenticating and setting the login and transaction password for my FedNet Account, and requests the Bank to send the ePIN mailer to the email address and mobile number specified in the application. The USER further authorize the Bank to send a physical copy of the ePIN mailer to my address specified herein above, in case they fail to authenticate and set the login and transaction password for my FedNet Account within 72 hours of receipt of the digital ePin mailer or in case of technical failures.
- Password:** The USER must: Keep the User-Id and password totally confidential and not reveal the password to any third party. Choose a password which shall be at least 6 characters long and shall consist of a mix of alphabets, numbers and special characters which must not relate to any readily accessible personal data such as the USER's name, address, telephone number, driver license etc. or easily guessable combination of letters and numbers. Keep the User-Id and password to memory and not record them in a written or electronic form, and not let any authorized person have access to this computer or leave the computer unattended whilst accessing FedNet • If the USER forgets the FedNet User-ID or password, he can request for change of the password by sending a written request to the BANK. The selection of a new password and/or the replacement of FedNet User-Id shall be construed as the commencement of a new contract and the Bank can at its discretion claim additional charges in this regard.
- Joint Accounts:** The FedNet SERVICE will be available in case of joint accounts only if the mode of operation is indicated as 'either or survivor', 'anyone or survivor' or 'former or survivor'. For joint accounts having mode of operation as 'either or survivor' or 'anyone or survivor', separate FedNet User-Ids will be issued to each of the joint account holders, if the respective joint holders have requested for FedNet facility from the BANK and submitted application form for the same. In such cases, the other joint account holder(s) shall expressly agree with this arrangement and give their consent on the application form for use of FedNet. In the case of joint accounts having mode of operation as 'former or survivor', FedNet User-ID will be issued to the primary holder only. In case any of the joint account holder(s) gives instructions to the BANK in writing to stop allowing operations using FedNet, on any of the FedNet accounts held jointly by them, the FedNet SERVICE will be discontinued for the USER(S). Any of the joint holder(s) in a joint account, including joint accounts having mode of operation as 'joint' shall be provided with 'view only' facility without any transaction facility if such joint holder(s) have requested for the same under FedNet. Bank will not be required to obtain the consent of the other joint holder(s) for providing 'view only' facility without any transaction facility to the requesting joint holder(s).
- Minimum Balance and Charges:** The USER shall maintain, at all times such minimum balance in FedNet account(s) as the BANK may stipulate from time to time. The Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation the Bank may levy service charges for use of FedNet, which will be advised to the USER at the time of opening the account, and also be published on the Web site of the BANK. Any further change in the fees shall be notified on the BANK's Web site 15 days in advance of the changes taking effect. The USER authorizes the BANK to recover all charges related to FedNet as determined by the BANK from time to time by debiting one of the USER's FedNet accounts. The BANK may withdraw the FedNet facility, if at any time the amount of deposit falls short of the required minimum as aforesaid and/or if the service charges remain unpaid, without giving any further notice to the USER and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.
- Funds Transfer/ Issuing Demand Draft:** The USER shall not use or attempt to use FedNet for funds transfer/ Issuing Demand Draft - as and when the facility is made available without sufficient funds in the relative FedNet account or without a pre-existing arrangement with the Bank for the grant of an overdraft • The BANK will endeavor to effect such funds transfer transactions/Issuing Demand Draft received through FedNet provided there are sufficient funds available in the USER's account.
- Authority to the Bank:** Banking transactions in the USER's FedNet account(s) are permitted through FedNet only after authentication of the User-Id and password of the USER. The USER (along with the joint account holder, if any) grants express authority to the BANK for carrying out the banking transactions performed by him through FedNet. The BANK shall have no obligation to verify the authenticity of any transaction received from the USER through FedNet or purporting to have been sent by the USER via FedNet other than by means of verification of the User-Id and the password • The display or printed output that is produced by the USER at the time of operation of FedNet is a record of the operation of the Internet access and shall not be construed as the BANK's record of the relative transactions. The BANK's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless any discrepancy is pointed out within a week from the date of making the data available through FedNet • All transactions arising from the use of FedNet, to operate a joint account, shall be binding on all the joint account holders, jointly and severally.
- Accuracy of Information:** The USER is responsible for the correctness of information supplied to the BANK through the use of FedNet or through any other means such as electronic mail or written communication. The BANK accepts no liability for the consequences arising out of erroneous information supplied by the USER. If the USER suspects that there is an error in the information supplied to the BANK by him, he shall advise the BANK as soon as possible. The Bank will endeavor to correct the error wherever possible on a 'best efforts' basis. If the USER notices an error in the account information supplied to him through FedNet or by the use of any of the FedNet services, he shall advise the BANK as soon as possible. The BANK will endeavor to correct the error promptly and adjust any interest or charges arising out of the error.
- Liability of the USER and the BANK:** The USER shall be liable for some or all loss from unauthorized transactions in the FedNet accounts if he has breached the TERMS or contributed or caused the loss by negligent actions such as the following: Keeping a written or electronic record of FedNet password • Disclosing or failing to take all reasonable steps to prevent disclosure of the FedNet User-Id or password to anyone including BANK staff and/or failing to advise the BANK of such disclosure within reasonable time. Not advising the BANK in a reasonable time about unauthorized access to or erroneous transactions in the FedNet accounts • The BANK shall not be liable for any unauthorized transactions occurring through the use of FedNet which can be attributed to the fraudulent or negligent conduct of the USER • The BANK shall in no circumstances be held liable to the USER if FedNet access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or Internet or network failure, software or hardware error or any other reason beyond the control of the BANK. Under no circumstances shall the BANK be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the USER or any other person.
- Indemnity:** The USER shall indemnify and hold the BANK harmless against any loss suffered by the BANK, its customers or a third party or any claim or action brought by a third party which is in any way the result of the improper use of the FedNet by the USER and due to other factors beyond the control of the Bank.
- Disclosure of the PERSONAL INFORMATION:** The USER agrees that the BANK or its contractors may hold and process his PERSONAL INFORMATION on computer or otherwise in connection with FedNet services as well as for statistical analysis and credit scoring. The USER also agrees that the BANK may disclose, in strict confidence, to other institutions, such PERSONAL INFORMATION as may be reasonably necessary for reasons inclusive of, but not limited to, the following: For participation in any telecommunication or electronic clearing network • In compliance with a legal directive • For credit rating by recognized credit scoring agencies for fraud prevention purposes.
- Bank's Lien:** The BANK shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the USER's Primary Account and/ or Secondary Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the FedNet SERVICE extended to and/or used by the USER.
- Proprietary Rights:** The USER acknowledges that the software underlying the FedNet SERVICE as well as other Internet related software which are required for accessing FedNet are the legal property of the respective vendors. The permission given by the Bank to access FedNet will not convey any proprietary or ownership rights in the above software. The USER shall not attempt to modify, translate, disassemble, de-compile or reverse engineer the software underlying FedNet or create any derivative product based on the software.
- Change of Terms and Conditions:** The Bank has the absolute discretion to amend or supplement any of the TERMS at any time and will endeavour to give prior notice of fifteen days for such changes wherever feasible except for changes to interest rates and/or other variations that are subject to market changes. The Bank may introduce new services within FedNet from time to time. The existence and availability of the new functions will be notified to USER as and when they become available. The changed terms and conditions applicable to the new FedNet services shall be continued to the USER. By using these new services, the USER agrees to be bound by the Terms and Conditions applicable.
- Non Transferability:** The grant of facility of FedNet to a USER is not transferable under any circumstances and shall be used only by the USER.
- Termination of FedNet Service:** The User may request for termination of the FedNet facility any time by giving a written notice of at least 15 days to the Bank. The User shall remain responsible for any transactions made on his FedNet account(s) through FedNet prior to the time of such cancellation of the FedNet Service • The BANK may withdraw the FedNet facility anytime provided the USER is given reasonable notice under the circumstances. If the FedNet service is withdrawn by the BANK for a reason other than the breach of the terms and conditions by the USER, the Bank's liability shall be restricted to the return of the annual charges, if any, recovered from the USER for the period in question • The closure of all FedNet accounts of the USER will automatically terminate the FedNet service • The Bank may suspend or terminate FedNet facilities without prior notice if the USER has breached these terms and conditions or the Bank learns of the death, bankruptcy or lack of legal capacity of the USER.
- Notices:** Notices under these Terms and Conditions may be given by the BANK and the USER, electronically to the mail box of either party. Such notices will be regarded as being in writing • In writing by delivering them by hand or by sending them by post to the last address given by the USER and in the case of the BANK to the address mentioned below: The Federal Bank Limited, FedNet Services, Registered Office: Aluva, Kerala, India 683 101. In addition, the BANK may also publish notices of general nature, which are applicable to all USERS of FedNet on its web site. Such notices will have the same effect as a notice served individually to each USER.
- Governing Law:** These terms and conditions and/or the operations in the accounts of the USER maintained by the BANK and/or the use of the services provided through FedNet shall be governed by the laws of the Republic of India and no other nation. The BANK accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the FedNet Service can be accessed through Internet by a USER in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/or the operations in the FedNet accounts of the USER and/or the use of FedNet.
- General:** The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause Terms & Conditions.

Place:

Date:

Signature of Account Holder (User)

23. **Online activation:** The online activation of the account requires input of personal information related to the account holder and a token sent to the user in addition to the User-Id and password provided by the Bank. The user shall exercise necessary precautions in keeping the personal details, password and token confidential • The disclosure of all of the informations required for online activation only can dilute the security of the Fednet system. The user should exercise utmost caution in keeping his email secure and any unauthorised access will cause the token being available to third party/hackers etc.
24. **Offline activation** also is possible if the signed acknowledgement is sent to the Bank. I understand that the FedNet account is provided to me with the view facility and any one with access to the user Id and password will be able to view the account details. The USER shall not assign this agreement to anybody else. The BANK may sub-contract and employ agents to carry out any of its obligations under this contract. The BANK may transfer or assign its rights and obligations under this contract to any company.

Additional Terms and Conditions for the Utility bill Payment Service

1. The user authorises the bank to make payment of Utility Bills raised upon him by any company offering Utility Services (hereinafter referred to as billing company) where the Bank is entered into a collection arrangement, through FedNet Service provided by the Bank, under debit to his accounts, on receiving payment instructions from him.
2. The User shall furnish the required information as specified by the billing company and other essential data pertaining to the Bills so as to identify the same. In the case of any change in the identification details the user shall be responsible to communicate such changes as registered with the billing company to the Bank within the time specified by the Bank.
3. The user has no objection whatsoever to the billing company providing the billing details to the Bank.
4. All billing and payment details will be prepared by electronic means and the information contained will be extracted from the system maintained by the Billing Company and the Bank respectively. While the Bank will take all reasonable steps to ensure the accuracy of the statements, the Bank is not liable for any error. The user shall hold the Bank not liable against any loss, damages etc. that may be incurred / suffered by the user if the information turns out to be inaccurate/incorrect.
5. Any disputes on bill details will be settled directly with the billing company and the Bank's responsibility is restricted to providing of information only.
6. The User shall not hold the Bank liable for such transactions that are carried out on their instructions done in good faith not carrying out such instructions where the Bank has reason to believe that the instructions are not genuine or are otherwise improper, unclear, vague for any loss or damage incurred or suffered by the user due to any error, defect, delay failure or interruption in providing the bill payment services arising from or caused by any reason whatsoever withdrawing/suspending the facility wholly/partially without prior notice to the user.
7. The record of the instructions given and transactions with the Bank kept either in electronic form or otherwise shall be binding on him and the same shall be conclusive proof for all purposes and can be used as evidence in any proceedings.
8. The user agree that all transactions those necessitate processing by the Bank / Billing company will be carried out only during business hours and the value dates, if any will be within the operating hours/ days decided by the Billing Company/ Bank.
9. The user shall be liable to pay service charges to the Bank, as fixed by the Bank from time to time for the Bill payment services availed by the User and the Bank can debit such charges to the account of the customer at its discretion.
10. The User shall ensure that there would be sufficient funds/ clear balance or pre-arranged credit in his account from time to time for effecting the transactions. The Bank shall not be liable for any consequences arising out of non-compliance of instructions due to inadequacy of funds and that the Bank can, at its sole discretion decide to carry out the instructions notwithstanding such inadequacy. The Bank may do the aforesaid without prior approval from the User and User shall be responsible to repay with interest at maximum lending rate the resulting overdraft, advance thereby created inclusive of all related charges arising thereby.
11. In the event of an account being overdrawn the Bank reserves the right to set off this amount against credit lying in any of the accounts of the User without giving prior notice to the User.
12. The User shall indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, cost, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or put to as a consequence or by reason of or arising out of providing the user the Bill payment facility or by reason the Bank in good faith refuse to take or omit to take action on the instructions of the User.
13. The Bank can terminate the Bill payment services granted without prior notice on occurrence of any of the following events: Non compliance of the terms and conditions set for. Non compliance of any other agreement entered into with the Bank • Death, insolvency and Bankruptcy of the User • Any other cause arising out of operation of law.
14. The Bank is at liberty to withdraw at any time the Bill Payment Facility or any service rendered to the User, in respect of any or all the accounts without assigning any reason whatsoever, without giving the User any prior notice. The User shall give the Bank 15 days notice in writing and obtain an acknowledgment thereof in order to terminate Bill Payment Services availed by him.

Additional Terms and Conditions for E Commerce Facility

1. The User authorises the Bank for making payment / transfer funds from any of his accounts towards the purchase price of products / services ordered by the User through Internet, favouring various merchants / shoppers / service providers, as approved by the Bank.
2. The Bank would from time to time be identifying website where User could use this additional feature of making acquisitions / purchase of products and services and making payment for the same through accounts maintained with the bank by giving instructions for such payment through the Internet. The websites on which USER may place any order and in respect of which he can request the Bank to make payments would be solely and exclusively from the list of designated websites identified by the Bank from time to time. The list of websites in respect of which he can utilize this facility shall be displayed on the web site of the Bank from time to time. The User shall update himself as to the websites available prior to making any purchase / acquisition on the website.
3. The User shall ensure that upon placing the order with the merchant on the designated websites he notes all the details of his orders placed accurately, including the customer order number and price payable.
4. All orders placed by the USER on website are orders between the User and the Merchant supplying the products and services. The Bank shall not at any time be deemed to be a supplier of the products or party to such contract at any times whatsoever.
5. The Bank is merely providing a facility for making payments for the orders placed by the USER on such websites and are not in any manner associated with or part of the actual transaction of sale of the products and services. The User shall make all such independent enquiries, as he may deem fit in respect of the products and services offered by the Companies and Merchants on the websites.
6. The User confirms that he is not placing the order with the Companies / Merchants on the websites based on any representation or statement of the Bank and the User shall place any order on the designated web site, he shall do it out of his own volition and shall not in any manner hold the Bank responsible for any deficiency, defect, delay in delivery, quality and merchantability of the products and services.
7. A User shall ensure that he does not in any manner release any confidential data including the Password to the merchants and suppliers during his access to the various websites of the merchants and the User shall indemnify the Bank from any loss that may be caused to the Bank by any breach of this covenant.
8. While communicating payment instructions to the Bank the User shall provide such details as the Bank may require in respect of the payments to be made including details in respect of the site on which the purchase order was placed and the relevant customer order number. The User shall indemnify the Bank from any loss caused from any inaccuracies in this regard.
9. The Bank may for any reason whatsoever refuse to honour his instructions to make payment to the merchants / companies, in such circumstances as the Bank may deem fit and the User shall not hold the Bank responsible for any failure to process payment instructions by reason of the services being temporarily unavailable or there being an overload on the server or for any other technical or any other reason whatsoever.
10. The Bank shall not be responsible for in the event of the Merchant / Company failing to refund any monies at the request of the User and the User's sole and exclusive recourse shall be against the Merchant / Company only.
11. In the event of any dispute with the Merchant / Company the Bank shall not be made as a party to dispute or any proceedings.
12. The Bank may at any time alter the mode and the manner of making payments and User shall be bound by the same.
13. The Bank may from time to time and for any reason discontinue the services offered in respect of particular sites and in such event Bank may refuse to make payments for products purchased from such sites. The User shall update himself on a regular basis as to the details of the websites on which the services offered by the Bank could be utilized and shall not require the Bank to make any payments for products purchased from websites other than the websites identified by the Bank.
14. The Bank may specify limits from time to time on the number of transactions the user may enter into a particular period. The aggregate payments that the User may make on transactions in a particular period.
15. The User shall abide by and with all such limits that may be placed by the Bank from time to time and the User shall not hold the Bank responsible for refusing to honour instruction in violation of the said limits placed by the Bank.
16. In the event of any misuse of the password or any other identification details or in the event of any fraudulent use of the account through the Internet, the User shall be solely and exclusively responsible for all loss caused thereby and the Bank shall not be made liable for any such losses or claims.
17. The USER shall not hold the Bank liable for such transactions that are carried out on their instructions done in good faith not carrying out such instructions where the Bank has reason to believe that the instructions are not genuine or are otherwise improper, unclear, vague • For any loss or damage incurred or suffered by the user due to any error, defect failure or interruption in providing the services arising from or caused by any reason whatsoever withdrawing / suspending the facility wholly / partially without prior notice to the user.
18. The record of the instructions given and transactions with the Bank kept either in electronic form or otherwise shall be binding on him and the same shall be conclusive proof for all purposes and can be used as evidence in any proceedings.
19. The user shall be liable to pay service charges to the Bank, as fixed by the Bank from time to time for the services availed by the User and the Bank can debit such charges to the account of the User at its discretion.
20. The User shall ensure that there would be sufficient funds / cleared balance or pre-arranged credit in his account from time to time for effecting the transactions. The Bank shall not be liable for any consequences arising out of non-compliance of instructions due to inadequacy of funds and that the Bank can, at its sole discretion decide to carry out the instructions notwithstanding such inadequacy. The Bank may do the aforesaid without prior approval from the User and User shall be responsible to repay with interest at maximum lending rate the resulting overdraft, advance thereby created inclusive of all related charges arising thereby.
21. In the event of an account being overdrawn the Bank reserves the right to set off this amount against credit lying in any of the accounts of the User without giving prior notice to the User.
22. The User shall indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, cost, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or put to as a consequence or by reason of or arising out of providing the user the facility or by reason the Bank in good faith refuse to take or omit to take action on the instructions of the User.

Place:

Date:

Signature of Account Holder (User)

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