

TERMS AND CONDITIONS - CASH MANAGEMENT SERVICES

1. DEFINITION:

In these terms and conditions (hereinafter referred to as "Terms and Conditions"), the following words and phrases have the meaning stated hereunder unless indicated otherwise:

"Account" shall mean any bank account of the Client with AU Small Finance Bank Limited ("AU Bank") for the Cash Management Services.

"Application" shall mean application(s) for availing of the Services from AU Bank in form and manner prescribed by AU Bank.

"Client Bank" shall mean any bank that has applied to AU Bank for the purpose of availing Cash Management Services from AU Bank.

"Channels" shall mean e-mail, letters, branches, Network Connection web interface of AU Bank or interface installed at the Client's server including the H2H Client Server or other electronic communication method permitted by AU Bank through which the Client or the Client Bank may supply/make available the requests for Disbursements or Instruments, the details of the Beneficiaries and other instructions for the Services.

"Client" shall mean any Person having an Account or requesting for availing any or all the Cash Management Services through an Application, which Application has been accepted by AU Bank and shall include the Client Bank and its customers where the context so requires.

"Facility/Facilities" or "Service(s)" shall mean Cash Management Services offered by AU Bank to the Client as more particularly described in the corresponding Schedules hereunder. The term "Facility/Service", when used in the Schedules herein shall mean the facility covered under the respective Schedules.

"Instrument" shall mean cheques, demand drafts and any other instruments of similar nature in respect of which services are offered by AU Bank.

"Locations" shall mean such locations where AU Bank may provide the Cash Management Services and as agreed in the Application and such other locations as may be intimated by AU Bank to the Client from time to time.

"Person" shall mean and include individuals, company or corporation, trust, sole proprietorship, partnership firm, LLP, society and any other association of persons whether registered or not;

"Website" refers to the website owned, established and maintained by AU Bank at the URL 'www.aubank.in'.

Capitalized terms used in the main body of the Terms and Conditions but not defined herein shall have the meaning ascribed to them in the Schedules. Capitalized terms used in the Schedules but not defined therein shall have the meaning ascribed to them in this clause. Words or expressions used in these Terms and Conditions, but not specifically defined herein shall have the respective meanings assigned to them by AU Bank or Reserve Bank of India from time to time.

All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation". Words importing any gender include the other gender. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, reenactments or replacements for the time being in force.

2. APPLICABILITY

The Client shall make an Application to AU Bank for use of the Facility. AU Bank shall be entitled at its sole discretion to accept or reject any Application as may be submitted by the Client. **By applying for or availing of the Facility, the Client acknowledges as having read, understood and accepted these Terms and Conditions and agrees to abide by the same.**

3 SIGNATORIES

The Client shall, from time to time, furnish to AU Bank, the specimen signatures of its authorised representatives who are authorised to execute/endorse Instruments and receive or collect Instruments and provide instructions to AU Bank on behalf of the Client.

4. FORCE MAJEURE

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

5. COMMUNICATION

The Client agrees that AU Bank may send information including data, statements and reports to the Client relating to the Facility via electronic mail to an address designated by the Client for that purpose in the Application. The Client recognizes that such information would be of a confidential nature and the information may be intercepted, read, modified or altered by any person during such transmission. The Client agrees that AU Bank shall not be liable for any inaccuracy, error, interruption, delay in, or omission of any data or information or the transmission or delivery of such data or information nor will AU Bank be liable for any error, omission or delay in the services provided by any internet service provider or any third-party service provider on whose performance AU Bank is dependent for transmitting such information or data. AU Bank shall not be liable for damages, whether direct or indirect, arising out of such transmission including but not limited to any breach of confidentiality, loss of privacy, loss of data, business interruption, and delay in delivery or any pecuniary loss.

The Client agrees and confirms that all transactions effected by or through the Channels for giving details and/or instructions to AU Bank or otherwise communicating with AU Bank in connection with the Facility or through other means of telecommunication as received by AU Bank, shall constitute legally binding and enforceable transactions. AU Bank shall be entitled to rely and act on any communication through the Channels, which originate or appear to originate from the Client and such actions shall be fully binding on the Client.

6. REPRESENTATIONS AND WARRANTIES

The Client represents to AU Bank that:

- i. The Client has full power to perform its obligations in accordance with these Terms and Conditions and has taken all necessary action, including all internal and corporate approvals, for execution of the application and availing of the Facility.
- ii. Availing of the Facility from AU Bank does not or shall not violate or conflict with any law applicable governing the Client and/or any regulatory requirements, any provision of the Client's constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or terms of any contract binding on or affecting it or any of its assets. Provided that the Client shall intimate AU Bank of any change in any regulatory requirements, the effect of which may be to restrict or prohibit the provision of the Facility.
- iii. The Client shall be responsible for complying with all applicable laws and regulations (including guidelines issued by Reserve Bank of India from time to time) in connection with the Facility.
- iv. The Client shall be solely responsible for any acts, errors, omission or fraud on the part of its employees or agents.
- v. The Client agrees and understands that the Client shall be solely responsible for the NACH Debit Instructions/ Mandates received by AU Bank from its Customers and AU Bank acting in accordance thereof.
- vi. The Client hereby agrees that AU Bank will not be liable for dishonour of any Instrument(s) issued by the Client or any third party or any consequences thereof by reason of delay or non-performance of the Facility, including consequences under Section 138 of the Negotiable Instruments Act, 1881. The Client shall be solely liable for ensuring availability of sufficient funds in the Account at all times for avoiding liability under Section 138 of the Negotiable Instruments Act, 1881.
- vii. The Client hereby agrees that the Facility will not be utilized for any type of bearer Instruments.
- viii. The Client hereby irrevocably agrees to and consents that AU Bank may disclose at any time and share with or in any manner make available to any agencies, bureaus, Affiliates, firms, associations, corporate bodies, banks, financial institutions and other persons any information about the Client where such disclosure is necessary under law or where there is a duty to the public to disclose such information or where the interest of AU Bank requires such disclosure. Additionally, AU Bank may disclose such personal and financial information about the Client that is in the public domain.
- ix. The Client further agrees that in case the Client commits default in the repayment of any dues that may arise as a result of the Facility provided by AU Bank or interest there on or any of the amounts that may be due to AU Bank or any costs, charges and expenses incurred by AU Bank on the Client's account, AU Bank and/or RBI and/or Credit Bureaus will have an unqualified right to disclose or publish the Client's name (including the name of the directors) as defaulter in such manner and through such medium as AU Bank and/or the RBI and/or Credit Bureaus in their absolute discretion may think fit.
- x. The Client agrees that AU Bank may appoint an agent or agents on behalf of the Client to avail of the Facility at the sole risk and responsibility of the Client.

7. TERMINATION OF THE FACILITY

The Client may discontinue or terminate use of any or all the Facilities hereunder by giving minimum 30 days prior written notice to AU Bank. Provided that such termination shall not affect the Client's liability to fulfil and complete its obligations in connection with the Facility(ies) discontinued or terminated, including without limitation, liquidation of Instruments, payment of interest and services fees or charges, refunds to AU Bank, etc. The termination of the Facility(ies) shall not affect any accrued rights and liabilities of the Client and AU Bank.

AU Bank reserves the right to terminate or suspend any or all the Facilities, in whole or in part, forthwith, at any time without assigning any reason by notifying the Client either through its Website, email or letter or other communication as it may deem fit. In case of a temporary withdrawal or suspension of any or all the Facilities, the privileges may be reinstated by AU Bank at its sole discretion. Subject to statutory/regulatory compulsions, AU Bank would endeavour to give reasonable notice before termination.

8. INDEMNITY

The Client and the Client Bank agrees to indemnify, without delay or demur, AU Bank and its agents and keep AU Bank and its agent indemnified harmless at all times from and against any and all actions, claims, suits, proceedings, demands, damages, losses, costs, and expenses (including attorney's fees) which AU Bank may suffer or incur, directly or indirectly, arising from or in connection with:

- i. Any loss, mishandling or misuse of Instruments or issuance by AU Bank of duplicate demand drafts or other Instruments;
- ii. Defect in or absence of title of the Client or the Beneficiary under the Instruments or forgery or alteration of the Instruments;
- iii. Any Instruments that are returned or are unpaid or any Instruments that are dishonoured;
- iv. Non-compliance with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body;
- v. Any error, default, fraud, acts, omission, negligence, misfeasance, malfeasance or misconduct of the Client's employees or any agents, third party Consumers.
- vi. Any claim by any Beneficiary, Consumer, Customer or third party in relation to any Instrument or otherwise;
- vii. Breach of any obligations, representations or warranties/ any of these terms and conditions by the Client.
- viii. Any inaccuracy, error or omission of any data, information or message as provided by the Client or as provided by the Customers of the Client in their Instruction/Mandate, or the transmission or delivery of any such data, information or message as provided by the Client or the Customers of the Client;
- ix. Any payment/s against counterfeit or forged Instruments.
- x. Any stop payment instructions by the Client or the Customers of the Client;
- xi. Any unauthorized modification to the Network Connection.
- xii. Honouring by AU Bank, whether at their discretion or on request of the Client, of instruments presented to them, whether in conformity with the terms of this terms and conditions or not.
- xiii. Any defects in printing of the cheques under Internet Based Cheque Writing facility or Reconciliation or any rejection of cheques by Reserve Bank of India
- xiv. Any frauds committed due to the Client not adhering to good practices as suggested by AU Bank.

All indemnities given by the Client to AU Bank shall survive the termination of the Facility.

9. LIMITATION OF LIABILITY

AU Bank shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. For this clause data shall include Data File.

Under no circumstances shall AU Bank, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, negligence, loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of Services or resulting from unauthorized access or alteration of transmissions or data or arising from suspension or termination of the Services or any inability of AU Bank to receive instructions, directions, orders or other communications from the Client or Customers of the Client or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise.

10. AMENDMENT TO THE TERMS

AU Bank has the absolute discretion to amend or supplement any of the Terms and Conditions at any time and that AU Bank will endeavour to give notice of the same by email or by displaying the amended Terms and Conditions on the Website or in any manner, it may deem fit, and such amended terms and conditions will thereupon apply to and be binding on the Client.

The Client shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on the website of AU Bank and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Services.

11. GOVERNING LAW

These Terms and Conditions for the Facilities are governed by and construed in accordance with the Indian law. Any legal action or proceedings arising out of these Terms and Conditions shall be brought in the courts or tribunals at Jaipur in India and the Client irrevocably submits to the exclusive jurisdiction of such courts and tribunals. AU Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the Client hereby consents to that jurisdiction.

12. AGENTS

The Client acknowledges that AU Bank may appoint agents e.g. courier agents for rendering Services to the Clients from time to time.

13. SEVERABILITY

Any provision of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of these Terms and Conditions or affect such provision in any other jurisdiction.

14. CHARGES/FEES

The Client shall be liable to pay fees and charges for the Facility as specified in the fee structure. Notwithstanding anything contained in these Terms and Conditions, such fee structure may be varied by AU Bank from time to time at its absolute discretion by providing notice (by email, letter or by displaying the amended fee structure on the Website in any manner) of the revised fee structure to the Client and the Client agrees to be bound by the revised/amended charges and fee structure from the day falling one (1) month from the date of such notice. The Client shall be solely responsible for the payment of all past, present and future central, state and local levies, direct/indirect taxes, duties, fines, penalties and charges (including without limitation GST, value added taxes and customs duties, if any), by whatever name called, as may become due and payable in relation to the Facility. AU Bank is entitled to recover the charges/fees by adjusting the same against the collection proceeds or other funds belonging to the Client or by debit to the Account under the Facility. Failure to pay the charges/fees (including applicable taxes) on or before the specified date will render the Client liable for payment of interest at such rate as may be stipulated by AU Bank.

15. NON-TRANSFERABILITY

The Facility is not transferable under any circumstance and shall be used only by the Client.

16. ASSIGNMENT

The Client shall not assign its rights or obligations under the Facility to any person. AU Bank may assign its rights and/or obligations hereunder, at any time, to any person without notice to the Client.

17. WAIVER

No failure or delay by AU Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies of AU Bank hereunder are cumulative and not exclusive of any rights or remedies available in law.

18. BANKER'S LIEN AND SET-OFF

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

19. ADVERTISING OR PUBLICITY

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

20. FURTHER ASSURANCES

In connection with the Facility, the Client agrees to execute and deliver such additional documents and perform actions as may be necessary or reasonably requested by AU Bank to carry out or evidence the transactions/services carried out or contemplated under the Facility.

21. THIRD PARTY RIGHTS

A person who is not a party to these Terms and Conditions (other than an Affiliate of AU Bank) shall have no right to enforce them.

22. DISCLAIMER

AU Bank shall use best efforts in providing Facility(s) to the Client. All arrangements are exclusive of intervening Bank Holidays and Sundays for clearing purposes i.e. on a working day basis only and the Client unconditionally agrees and understands that the credit to the Client or Payout on behalf of the Client would be made after considering the intervening bank holidays after deposit of Instrument. The entries in AU Bank's books as well as in the correspondent bank's books kept in the ordinary course of business of AU Bank with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the Client unless in the event of there being any patent mistake or error therein.

AU Bank shall not be liable for any non-compliance of any applicable rules and regulations by the Client in connection with the Facility. AU Bank makes no express or implied warranty with respect to the Facility(s). AU Bank makes no warranty that (i) the Facility(s) will meet all the requirements of the Client; or (ii) the Facility(s) will be uninterrupted or timely. The Client shall not hold AU Bank responsible for any breakdown/interruption/delay/failure or any technical flaw in the Website, Internet or the related services provided by internet service providers or other telecommunication service providers and / or any consequent delay or failure in completion of any request / instruction submitted by the Client.

AU Bank shall not be liable for any fraud, misconduct, act, omission or negligence of the agents or correspondent banks appointed by AU Bank or the Client for the purpose of the Services hereunder. Until the Instruments are delivered to AU Bank at the branch office and duly acknowledged by an authorized representative of AU Bank, the Client shall be solely responsible for safekeeping and security of the Instruments.

23. MISCELLANEOUS CLAUSES

a) Clause headings are inserted for convenience and shall not be deemed to affect the interpretation of these terms and conditions. b) The Client and AU Bank shall continue to be the owner of its respective trademarks, copyrights and all other proprietary rights and neither shall use any trade mark, logo or copyright of the other party without permission in writing of the party who owns such proprietary rights. c) These terms and conditions override and supersede all prior writings and oral understandings between the Parties hereto and accordingly in the event of any contradiction between any earlier writings and / or understandings and these terms and conditions, the provisions contained in these terms and conditions shall prevail. It is expressly agreed by and between the Parties that all further additional documents and / or writings that may be executed shall be deemed to be a part and parcel of these terms and conditions and the same shall in no way be treated as a substitution or amendment unless expressly so provided and mutually agreed upon. d) Any notice or notification or other written communication pursuant hereto shall be addressed to AU Bank at the address/contact details mentioned herein below and to the Client at the address/contact details specified in the Application. Each such notice or notification or other written communication shall be effective: i. if given by, when such is transmitted to the number specified herein/in the Application, as the case may be, and the appropriate answer back is received, or ii. if delivered by courier service, 48 hours after such communication is delivered to the courier service, shipping charges paid and properly addressed, or iii. if given by e-mail, when the message regarding the delivery of such mail is received by the notifying Party; and iv. if given by any other means, when delivered at the address specified herein/in the Application, as the case may be to Registered Office: 19-A, Dhuleshwar Garden, Ajmer Road, Jaipur - 302 001.

COLLECTIONS

1. DEFINITIONS

“Collection Service” shall mean and include the Facility and Services for collection of the instruments deposited by the Client or any third party on behalf of or in favour of the client in any of the branch or collection centre as may be specified by AU Bank from time to time.

“Pooling Branch” shall mean the branch or branches selected by the Client for the purpose of pooling the collections and to operate the Account or to receive the payment proceeds of the Instruments collected under the Facility; and

2. These Services shall cover collections of Instruments as may be mentioned in the Application, unless otherwise notified by AU Bank. The Services would only cover such Instruments and shall not be extended to cover any other payments or receipts of any nature whatsoever. The Services will cover Locations as specified in the Application. The funds will be credited to the branch /Pooling Branch as may be specified in the Application.

3. The Instruments favouring the Client shall be delivered to AU Bank or its authorized representative within the time limit that may be specified by AU Bank from time to time. The Client shall ensure that all details with respect to instruments delivered to AU Bank or its representatives is correctly maintained by the Client and the Client shall ensure that it duly receives acknowledgment for the same. AU Bank in its sole discretion may accept or reject the Instruments so deposited and such decision shall be binding on the Client. AU Bank shall credit the Account as may be specified on the Instrument and shall not be liable for any wrong credits due to any incorrect information furnished by the Client or any third party depositing the Instruments and AU Bank shall be held harmless for any consequences arising as a result thereof. AU Bank shall inform the Client about the details of all the Instruments deposited at the branch or collection centre at such periodic intervals as may be decided by AU Bank from time to time at its sole discretion. Such periodic reports shall be final and conclusive proof of the number and details on the Instruments deposited.

4. All Instruments drawn in favour of the Client and payable at the Locations within AU Bank's network and/or outside AU Bank's network, delivered to AU Bank and/or its representatives will be collected by AU Bank and/or its representatives at various Locations as agreed in the Application.

5. AU Bank shall accept for collections only such cheques or drafts, which are “account payee” Instruments payable in favour of the Client at the Locations as agreed by AU Bank from time to time and the Client shall ensure that bearer cheques are not delivered to AU Bank for collections by the Client or any person on behalf of the Client.

6. AU Bank shall use best endeavours to ensure that the Account is credited as soon as reasonably practicable. It shall be solely the Client's responsibility to verify on a continuous basis that the Instruments are duly deposited in the Account or delivered to the Client as agreed between AU Bank and the Client from time to time. The Client acknowledges that in case the day of credit or payment is a holiday at the clearing Location or Payout location, then the payment or credit will be made / given on the next working day.

7. The Client agrees that AU Bank shall not be liable for return of unpaid Instruments, if such return is on account of insufficient funds in the accounts of the Client's customers or furnishing of any incorrect information by the Client or for any error, mistake, omission not directly attributable to AU Bank.

8. At locations where AU Bank does not have its branches, it shall be open for AU Bank to utilize the services of any other bank (“correspondent bank”) as an agent for collection of Instruments on behalf

of the Client at the sole risk of the Client. AU Bank disclaims any and all liability for any negligence or misconduct or defective services by such correspondent bank in providing the Facility. The Client acknowledges that the quality of the provision of the Facility through correspondent bank shall solely depend upon the facilities available to the correspondent bank and AU Bank shall not be liable to the Client for any delay or non-performance or in adequate performance by the correspondent bank.

9. In the event Instrument(s) are lost in transit or otherwise, then AU Bank shall be entitled to debit the Client for the same if the credit has already been provided to the Client, and AU Bank's statement intimating the non-payment/non-receipt of the Instrument(s) will be final and binding on the Client. The Client understands that AU Bank will assist in tracing the Instrument(s) and/or certify the loss, however, AU Bank will not be liable for any loss/damage in any way and it shall be Client's responsibility to get fresh/duplicate Instrument favouring the Client.

10. The Client hereby unconditionally and irrevocably authorizes AU Bank to reverse any credit entry in the Account consequent to the return of the Instrument unpaid, if the same has already been credited to the Account or any other bank account or paid to the Client or any person on behalf of the Client.

11. In event of non-realization of Instruments through correspondent bank, AU Bank shall be entitled to debit the Account or any other bank account maintained with AU Bank with the amount of credit given to the Client. Where the amount in the Account is insufficient to cover the amount of such Instruments, then AU Bank shall be entitled to recover the same from the Client in any manner as it may deem fit and the Client undertakes to pay the same forthwith and in any case not later than 3 (three) days from demand by AU Bank, failing which the Client shall be liable to pay interest at the rate as stipulated by AU Bank

12. The Client shall ensure that the Client has valid and legal title to Instruments collected under the Facility. In event the Client's title to the Instruments collected under the Facility is found to be defective or the Client is found to have no title to the Instruments, then the Client undertakes to refund the amounts under the Instruments (together with interest, if any) forthwith to AU Bank and in any case not later than 3 (three) days from demand by AU Bank, failing which the Client shall be liable to pay interest at the rate as stipulated by AU Bank. Client in such cases shall defend at its own cost any legal action by any third party against AU Bank for alleged conversion/misappropriation of Instruments.

13. The Client shall be solely liable for any loss or damage arising on account of the forged or fraudulently altered Instruments

14. In the event the Client is availing the Facility on a "day arrangement basis", the Client shall avail overdraft facility from AU Bank, on such terms and conditions as may be stipulated by AU Bank, the Client agrees and understands that repayment of the overdraft facility shall be in accordance with the transaction documents executed by the Client in that behalf.

CMS on Corporate Net Banking

(i) The Client agrees to subscribe for CMS on CORPORATE NET BANKING (CMS- CNB) facility of AU Bank whereby the Client shall be able to view & make the transaction status under the Facility.

(ii) AU Bank will take reasonable steps to regularly update the information provided through CMS- CNB. The Client expressly agrees that its use of this facility is at its sole risk. The CMS-CNB facility is provided on an “as is” and “as available” basis. Except as warranted in the Terms and Conditions, AU Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to merchantability, fitness for a particular purpose, data accuracy and completeness relating to CMS-CNB facility. AU Bank does not warrant that access to the CMS-CNB facility will be uninterrupted, timely or error free. AU Bank shall on a best efforts basis maintain the CMS-CNB facility error free. AU Bank will not be liable for any virus that may enter the Client's system as a result of the Client using the CMS-CNB facility.

(iii) The Client would be permitted to access CMS-CNB facility through user id and password. The Client accepts the sole responsibility for use, confidentiality and protection of the user id and password and the access to the CMS-CNB facility. The Client shall comply with such guidelines, instructions or terms as AU Bank may prescribe from time to time with respect to security of the password. The Client shall immediately inform AU Bank if the Client knows or believes that the security of the password has been compromised.

PAYMENTS

1. DEFINITIONS

“Beneficiary” shall mean such person whose name shall appear on the face of the Instrument / payment request as the payee.

“Data File” refers to the data uploaded by the Client which data may include the name and address of the Beneficiary, date to be printed on the cheque, amount to be paid to the Beneficiary, print location, and such other details as may be specified by AU Bank from time to time.

“Disbursements” shall mean the payments to be made by AU Bank for and on behalf of the Client to the Beneficiaries in accordance with these Terms and Conditions and shall include bulk disbursements payments.

“Reconciliation” shall mean the confirmation given by the Client through the Channel after verification of the details, including the cheque number, printed on the cheque using the Facility, with the details of the Beneficiary as contained in the Data File and such other details as may be displayed through the Channel.

2. AU Bank will act, as banker to the Client for making the Disbursement to the Beneficiaries at various Locations, a list whereof will be furnished by AU Bank to the Client from time to time.

3. The Client acknowledges that for availing of payments Facility, the Client may designate an Account from which the payment shall be made or provide sufficient funds to AU Bank to liquidate payment obligations of the Client. In case of an Account, the Client shall be solely liable for maintaining sufficient funds in the Account to enable AU Bank to provide the Facility of payments. AU Bank shall not be liable for any dishonour of cheques or Instruments due to insufficiency of funds or any action initiated or threatened against the Client under Section 138 of the Negotiable Instruments Act, 1881 or under any applicable law.

4. AU Bank shall provide payment Facility in such Locations as agreed by AU Bank. AU Bank shall be duly discharged of its obligations under the payment Facility upon posting, dispatch or handing over of the Instruments to the persons concerned and shall not be liable for any loss or delay in receipt of the Instruments or delay in collection of Instrument by the representatives of the Client from AU Bank's premises, as the case may be.

5. AU Bank agrees to make Disbursements to the Beneficiaries at the express written request and / or instructions of the Client through the Channels in accordance with the Terms and Conditions herein.

6. The Client shall provide all the necessary details of its Beneficiaries to AU Bank at such address as notified by AU Bank. The details of the Beneficiaries shall be in such format as may be prescribed by AU Bank including but not limited to name and address of the Beneficiary, amount, place where the Disbursement needs to be made and account number (if necessary). The aforesaid details as may be provided to AU Bank through any of the Channels shall be duly signed and/or authenticated, in accordance with the applicable laws and these Terms and Conditions, by the representative/s of the Client.

7. The Client agrees to conform to the prescribed authentication technologies and security measures required for providing the request / instruction to AU Bank through any of the Channels and undertakes to take all reasonable steps to ensure that the accuracy, completeness, authenticity and security of the details provided is not tampered or violated.

8. The Client hereby agrees that AU Bank is not bound to take cognizance of any email request on behalf of the Client other than the email requests received from any of the email addresses as mentioned in the Application. The Client also agrees that any request to be made through any electronic medium (other than an email) shall be accompanied by a covering letter, signed by the authorized signatory of the Client, acknowledging the Client's responsibility and liability for the contents of the electronic medium (other than an email). The Client agrees that AU Bank's record of the email/ any electronic medium and the contents thereof shall be proof of the Client's request and shall be binding on the Client and the Client shall not contest or dispute the same in any manner whatsoever. The Client agrees that it shall, at AU Bank's request, immediately confirm any email and the contents thereof through a letter signed by its authorized signatory.

9. The Client agrees that the Channel(s) for instructions is/are being provided by AU Bank at the request of the Client and as a means of convenience. The Client further agrees that such Channels are liable to be discontinued without notice at AU Bank's sole discretion and AU Bank shall not be held liable or responsible for the same under any circumstances. The Client further agrees that access to the above Channels would be subject to such terms and conditions as AU Bank may, from time to time, provide for availing of such Channels and the Client agrees and undertakes to abide by such terms and conditions.

10. The Client represents, confirms and acknowledges that the Channels are non-secure means of communication and liable to delay, non-delivery, corruption, hacking and interception by third parties. The Client agrees that AU Bank shall be entitled to rely on any communication through the Channels on an "as is" basis without any obligation or duty to enquire into the genuineness or correctness of such communication and all such communications shall bind the Client.

11. The Client agrees and undertakes to confirm and ratify without any delay or demur, if so required by AU Bank, all its instructions / requests given pursuant to these Terms and Conditions and all actions taken / not taken by AU Bank pursuant to these Terms and Conditions.

12. Stop Payment and Cancellation of Instruments

(i) Stop payment instructions can be given only for Cheques and not for demand drafts. Any stop payment and/or cancellation instructions for any Instrument by the Client are required to be given in writing to the AU Bank branch, or at such other address as may be communicated by AU Bank from time to time, under the signatures of the authorised signatory of the Client stating clearly that the said instructions are for Cheques or by way of upload of such instructions through the payment web interface of AU Bank, and cannot be given through email or any other means, and AU Bank shall on receipt, if practically possible / feasible, give effect to such stop payment and / or cancellation instructions at the sole risk and consequences of the Client.

(ii) The Client agrees, acknowledges and confirms that AU Bank shall be required to recognize such stop payment and/or cancellation instructions only if it is in a capacity to timely inform all its branches at the Locations of the same and to the extent that it is able to confirm that the Instrument in question has not already been presented for payment at any of the Locations. The Client agrees that the details provided by it in such instructions shall be accurate, clear and unambiguous.

(iii) Any loss or claims arising on account of execution of the stop payment and/or cancellation instructions of the Client shall be the sole responsibility of the Client and AU Bank shall not be liable for the same.

13. Modes of Payment: AU Bank may, adopt one or more, payment modes for Disbursement to the Beneficiaries on behalf of the Clients:

1) Internet Based Cheque Printing 2) Demand draft 3) Electronic Funds Transfer

CHEQUE PRINTING

1. To avail of this option, the Client should have an Account with AU Bank.
2. Under this option, AU Bank would write local or at par cheques on behalf of the Client in accordance with the terms herein. The Client hereby agrees that AU Bank, at the express request of the Client, shall print and affix the signature of the authorized signatory of the Client to be issued to the Beneficiaries, for and on behalf of the Client, for such amounts in accordance with the details furnished by the Client.
3. The Client further agrees that such affixing of signature is proper, legal and valid and such Instruments on which such signature is affixed shall be fully binding on the Client. AU Bank would prepare the cheques as per the master copy supplied to AU Bank by the Client. The Client shall inform AU Bank of any change or modifications of authorized signatories from time to time. AU Bank will not be responsible in the event of failure or delay by the Client in furnishing timely or correct information of the changes or modifications of its authorized signatories to AU Bank or documents as may be reasonably required by AU Bank from time to time.
4. AU Bank agrees to dispatch the cheques to the Client's address or if requested by the Client, AU Bank may at its sole discretion, dispatch the cheques to the address of, the Beneficiaries as per the details provided by the Client. On the request of the Client and at AU Bank's sole discretion, AU Bank may permit the authorised representatives of the Client to collect the cheques from AU Bank's premises. AU Bank shall be duly discharged of its obligations under the payment Facility upon posting, dispatch or handing over of the cheques to the persons concerned and shall not be liable for any loss or delay in receipt of the cheques or delay in collection of the cheques from AU Bank's premises by the Client's representatives. The Client shall be solely liable for maintaining sufficient funds in the Account to enable AU Bank to provide facility of writing client's cheques.
5. The Client hereby agrees that AU Bank has the limited responsibility of merely issuing the cheques for and on behalf of the Client as per details furnished to AU Bank by the Client and the cheques so issued to the Beneficiaries shall be honoured only if sufficient balance is available in the said Account and in accordance with the normal course of banking as if the cheques are issued by the Client itself.
6. In the event of non-availability of sufficient funds in the said Account, AU Bank shall be entitled to dishonour the cheques at the sole risk and consequence of the Client including but not limited to any liability under Section 138 of Negotiable Instruments Act, 1881 and the Beneficiaries shall be entitled to any remedy whatsoever at the sole risk and expense of the Client.

ELECTRONIC FUNDS TRANSFER

1. To avail of this option, the Client should have an Account with AU Bank. Under this option, AU Bank shall make the Disbursements to the Beneficiaries on the instructions received from the Client by way of electronic funds transfer from Account of the Client to accounts of Beneficiaries maintained at AU Bank and/or at any other bank through electronic mode of payments such as (i) Funds Transfer; (ii) National Automated Clearing House (NACH); (iii) National Electronic Fund Transfer (NEFT); (iv) Real Time Gross Settlement System (RTGS) or (v) Unified Payments Interface (UPI) (vi) Immediate Payment Services (IMPS) or any other electronic mode of payment as permitted by RBI. Fund transfer shall be made by AU Bank to the Beneficiary only if the Beneficiary is an account holder of AU Bank.
2. The Client agrees that in the event the Client raises a request for disbursement to non-resident rupee account(s) of the Beneficiaries through any of the modes of electronic fund transfer specified hereunder, it shall be the duty of the Client to inform AU Bank that the Beneficiary's account is a non-resident rupee account and further, shall provide/ execute all such documents and do all such acts, deeds and things as may be required by AU bank for processing such request. The Client hereby agrees that AU Bank is under no obligation to ascertain that the Beneficiary's account is in the nature of a non-resident rupee account and the Client shall, without delay or demur, indemnify AU Bank and its agents and keep AU Bank and its agents indemnified harmless at all times from and against any and all actions, claims, suits, proceedings, demands, damages, losses, costs, and expenses (including attorney's fees) which AU Bank may suffer or incur, directly or indirectly, arising from or in connection with processing such a request.
3. In case of NACH, IMPS, UPI, NEFT and RTGS, AU Bank shall make the Disbursements to the Beneficiaries accounts maintained with branches of other banks enabled for such services.
4. For electronic fund transfer the details of the Beneficiaries shall be in such format as may be prescribed by AU Bank and shall include all information mandated by RBI from time to time, including but not limited to name of the Beneficiary, amount, account number of Beneficiary, MICR code, Virtual payment address (VPA) etc . These details of the Beneficiaries as may be provided by the Client to AU Bank shall be considered as valid and AU Bank shall not be held responsible for any error, inaccuracy or mistake in the event of the Disbursements being made as per the details provided by the Client.
5. The Client agrees that electronic fund transfer to the accounts of the Beneficiary shall become irrevocable once the Client's instructions for such transfer have been executed by AU Bank.

H2H SERVICES

1. DEFINITIONS

“Connection Line” means the phone line/internet service provider/local area network or any other communication line for the transmission of instructions and Transaction Files from the H2H Client Server to AU Bank's systems.

“Encryption” together with grammatical variations when used with respect to any Transaction File shall mean the system and the way of encryption of the Transaction File as informed to the Client by AU Bank from time to time;

“H2H Client Server” means the H2H Hardware and software residing at a specified location within the Client's premises or at such other premises as the Client may specify and which is linked to the Local Network Server;

“H2H Hardware” means the machinery and equipment (CPU, disks, tapes, modem, cables, etc.) provided and/or configured to house the software for the H2H Client Server;

“H2H Service” means the service whereby the Client may transmit Encrypted instructions or other information to AU Bank for processing under these Terms and Conditions using the H2H Client Server;

“Local Network” means the internal computer network used by the Client to link the Client's employees, including Transaction Initiators, regardless of their individual physical location and includes the Local Network Server, and any enterprise resource planning system or other management system used by the Client, but does not include the H2H Client Server;

“Local Network Server” means the computer that manages the Local Network and which is linked to the H2H Client Server;

“Private Key” means one half of a cryptographic key pair used by a party to generate a digital signature for the Transaction File prior to sending the Transaction File to the recipient;

“Public Key” means the public half of a cryptographic key pair used by the recipient to verify the digital signature on the Transaction File received;

“Transaction File” means a composite file of data and instructions sent by the Client using the H2H Service to AU Bank for processing;

“Transaction Initiator” means any individual appointed by the Client and authorized by the Client from time to time to access the H2H Client Server and/or use the H2H Service on behalf of the Client, and whose IP address is mentioned by the Client in the Application. For the avoidance of doubt, the Client is solely responsible for determining and implementing the scope of each of its Transaction Initiators' ability to access the H2H Client Server and/or use the H2H Service.

2. The H2H Service shall be one of the Channels available to the Client to make requests and issue instructions to AU Bank for the purposes of Disbursements and the management information system (MIS) services.

3. Installation and Maintenance of the Connection Line

3.1 The following provisions shall apply to the installation and maintenance of each of the H2H Client Server(s):

a) The specifications and particulars of the H2H Client Server(s) and the charges (if any) in connection therewith shall be agreed between each Client and AU Bank and shall be set out in the Application.

b) The Client shall provide AU Bank with all necessary information to enable AU Bank or its appointed agents to configure and install, align and/or link the H2H Client Server(s) with the Local Network.

c) The Client shall, at the Client's own expense and in sufficient time to facilitate delivery (if applicable) of the H2H Client Server(s):

i. Prepare a location for installation of the H2H Client Server(s);

ii. Prepare the hardware and software (if any) necessary for the installation and operation of the H2H Client Server(s); and

iii. provide (if necessary) any other network, electrical and other connections, fittings and facilities as required by AU Bank or its appointed agents.

d) The Client shall allow AU Bank or the appointed agents of AU Bank access to the Client's premises and to all facilities reasonably required by AU Bank or the appointed agents to enable the delivery and installation of the H2H Client Server(s).

e) The Client agrees that the Client shall not make or cause or permit to be made any alteration, amendment, modification or addition to the H2H Client Server(s) without AU Bank's prior written consent (unless such alteration or modification is to give effect to an improvement in design or technology approved by AU Bank and is carried out by AU Bank or its appointed agents or under AU Bank's supervision) and that any such alteration or modification of whatever kind (whether approved or unapproved) shall belong to and become part of the H2H Client Server(s).

3.2 The Client agrees to use the H2H Client Server(s) only for the purposes of the H2H Service and the Client shall not input any other data or software onto the H2H Client Server(s) which is not related to the H2H Service.

3.3 The Client acknowledges that AU Bank shall not be liable for any defect in the Connection Line, whatsoever or the consequences arising thereof, unless the defect is directly attributable to any negligent act of AU Bank or the agents appointed by AU Bank for such installations.

4. Activation and Security of the H2H Service

4.1 The Client shall send Transaction Files using the H2H Service to AU Bank for processing.

4.2 For the purposes of verification of the digital signatures, each Client agrees that each party is solely responsible for generating its Private Key and Public Key and ensuring the due delivery of the Public Key (in the manner agreed to between the Client and AU Bank from time to time) to the other party.

4.3 Any change in the method of Encryption or any substitution of either party's Public Key shall only be effective after the date notified by AU Bank to the Client. The Client shall not make any change or compromise on the port used for establishing the H2H Client Server.

4.4 Subject to clause 4.6 below, AU Bank shall:

a) encrypt and digitally sign any information required by the Client in relation to all Transaction Files and all other information prior to sending such information to the Client.

b) have no responsibility to act upon and shall have no liability in relation to any Transaction File unless the Transaction File is digitally signed and Encrypted by the Client prior to sending it to AU Bank;

4.5 The Client agrees that it shall not be entitled to rely on any information sent by AU Bank in response to any Transaction File where such information is not Encrypted and is freely accessible by the Client without using AU Bank's Public Key, and that AU Bank shall not be liable for any losses arising from such act of the Client.

4.6 Where it has been agreed between Client and AU Bank that any information or instruction (including any information or instruction relating to any Transaction File) shall not be Encrypted by either or both the Client and AU Bank, AU Bank shall not have any liability arising from or in connection with the interception of or interference with such information or instruction.

5. Ownership of Systems Materials

5.1 Unless otherwise agreed, all systems materials (other than H2H Hardware) and any upgrades shall remain the sole property of AU Bank or, in the case of any software made available to the Client by a third party, the property of such third party.

5.2 The Client agrees not by any act or default to render the H2H Client Server(s) or any part of it liable to any distress, execution or other legal process.

6. Security of Local Network

6.1 The Client hereby agrees that AU Bank is not bound to take cognizance of any Transaction File sent on behalf of the Client other than the Transaction File received from any of Transaction Initiator whose IP addresses are communicated by the Client to AU Bank from time to time. The Client agrees that AU Bank is entitled to assume that any Transaction File sent via the H2H Service has been keyed in by a Transaction Initiator and agrees to be bound by any transaction initiated by AU Bank in response to such an instruction or Transaction File.

6.2 The Client agrees:

a) to take all reasonable and necessary measures to detect and prevent any unauthorized entry or use of the Local Network;

b) to immediately inform AU Bank in the event that the Client has (or ought to have) reason to believe that there is or has been unauthorized access or use within the Local Network; and

c) to inform AU Bank as soon as possible if the Client becomes aware that any Public Key or Private Key has been corrupted or is unable to perform validly and/or accurately its function.

Virtual Account Management

1. DEFINITIONS

In these terms and conditions (hereinafter referred to as “Terms and Conditions”), the following words and phrases have the meaning stated hereunder unless indicated otherwise:

- a) “Account” shall mean bank account of the Client with AU Bank which is designated as an eligible account by AU Bank for the purposes of this Facility.
- b) “Account Number” or “Virtual Account Number” refers to the unique number mapped to the Account which shall either be (i) solely the Consumer Number or (ii) a combination of the Consumer Number and the Client Code,
- c) “Application” shall mean the Collections application prescribed by AU Bank for availing the Facility.
- d) “Client” shall mean any person/other entity (as approved by AU Bank) having an Account and requesting for availing the Facility through an Application.
- e) “Consumer” shall mean the accountholder of the Client who shall be receiving funds in his/her account with the Client including but not limited by usage of the Electronic Fund Transfer.
- f) “Consumer number” shall mean the unique number allotted to each Consumer by the Client for the purpose of receiving funds in his/her account with the Client, including but not limited by usage of Electronic Fund Transfer.
- g) “Client Code” refers to the unique code allotted by AU Bank to the Client for the purpose of availing the Facility.
- h) “Electronic Fund Transfer” shall mean any mode of electronic fund transfer recognized by RBI including but not limited to RTGS, NEFT, UPI, IMPS and fund transfer from and to accounts of the same bank.
- i) “AU Bank” refers to AU Small Finance Bank Limited, a Scheduled Commercial Bank under second schedule of Reserve Bank of India Act 1934, and a small finance bank under Section 22 of Banking Regulation Act 1949 having its registered office at 19-A, Dhuleshwar Garden, Ajmer Road Jaipur-302001.
- j) “Facility/Service” shall mean the e-collection facility and any other connected services offered by AU Bank to the Client under its cash management services and as described hereunder.
- k) “IFSC” or Indian Financial System Code” shall mean the eleven-digit alphanumeric code recognized by RBI, which identifies a particular branch of a bank participating in electronic payment system.
- l) “Inward File” shall mean the payment instruction received by AU Bank including the electronic message received by AU Bank from Reserve Bank of India for RTGS/NEFT transfer, for the purpose of crediting the Account.
- m) “Website” refers to the website owned, established and maintained by AU Bank at the URL www.aubank.in

2. Words or expressions used in these Terms and Conditions, but not specifically defined herein shall have the respective meanings assigned to them by AU Bank or Reserve Bank of India from time to time.

APPLICABILITY

The Client shall make an Application to AU Bank for use of the Facility. AU Bank shall be entitled at its sole discretion to accept or reject any Application as may be submitted by the Client. By applying for or availing of the Facility, the Client acknowledges as having read, understood and accepted these Terms and Conditions.

SERVICES

a) AU Bank shall act, as a banker to the Client for the purpose of transferring all funds received from Consumers in the account of the Client. Such funds received from Consumer may be as transferred by such Consumers through their bank account/s other than the one held with Client, and/or as may be received from third parties.

b) The Client may send the details of the Consumers (including consumer name, Consumer Number and such other details as may be required by AU Bank), to AU Bank in an electronic or physical form at such designated email addresses and/or the mailing address as may be notified by AU Bank to the Client from time to time if the Client wishes AU Bank to validate the inward IMPS, NEFT/ RTGS transactions received under the Facility. In the event AU Bank requires the details in an electronic form to be followed by a physical copy, the Client shall promptly send such physical copy of the details to AU Bank upon AU Bank's request. The details provided by the Client to AU Bank shall be registered with AU Bank for the purpose of provision of the Facility.

The Client need not send the details of his Consumers to AU Bank if he does not wish AU Bank to validate the inward IMPS, NEFT/ RTGS transactions against the Consumer database.

c) AU Bank shall not be liable for any loss or damage which may arise as a result of the Client furnishing incorrect details of the Consumers or any other necessary details of whatsoever nature to AU Bank which details shall be used by AU Bank to credit money/funds in the Account of the Client. The Client shall ensure that there is no duplication of the Consumer Number for any two Consumers in the data submitted by the Client to AU Bank for the purpose of availing the Services, failing which the Client shall bear all consequences which may arise thereafter.

d) The Client shall ensure that the Consumer is provided with all of the following details (i) the Indian financial system code, and ii) Account Number. The Consumer shall in turn ensure that the Consumer / such third party, as the case may be, suitably incorporates these details in the Inward File while transferring funds through Electronic Fund Transfer. The Client acknowledges that AU Bank shall solely rely on the Account Number and/or IFSC as mentioned on the Inward File for processing the transaction and crediting the Account and shall not be liable for any loss suffered by the Client /Consumers due to the processing of transactions by AU Bank on the basis of such details. The Client agrees that in case of a discrepancy in the Account Number, IFSC and other information mentioned in the Inward File and the details registered with AU Bank, AU Bank shall have the absolute discretion to reject the transaction or process the same based on its judgment and the Client shall not hold AU Bank liable for any consequences which may arise based on the aforesaid decision of AU Bank.

e) The Client acknowledges that AU Bank shall solely rely on the Account Number and IFSC mentioned in the Inward File for the purpose of identifying the Consumers who shall receive the money/funds from the Client and thereafter for provide MIS to the Client.

f) With the express authorization of the Client, AU Bank may in its absolute discretion process the transaction and credit the Account solely on the basis of the Client Code.

g) The Client hereby unconditionally and irrevocably authorizes AU Bank to reverse any credit entry in the Account, if the same has been wrongly credited to the Account or paid to the Client or any person on behalf of the Client.

h) The Client shall not hold AU Bank liable in any manner for any actions taken by AU Bank in accordance with sub clauses (d), (e) and (f).

SIGNATORIES

The Client shall, from time to time, furnish to AU Bank, the specimen signatures of its authorised representatives who are authorised to furnish details to AU Bank and/ or give instructions to AU Bank in relation to the Facility.

REPRESENTATIONS AND WARRANTIES

The Client represents to AU Bank that:

a) The Client has full power to perform its obligations in accordance with these Terms and Conditions and has taken all necessary action, including all internal and corporate approvals, for execution of the Application and availing of the Facility.

b) Availing of the Facility from AU Bank does not or shall not violate or conflict with any law applicable governing the Client and/or any regulatory requirements, any provision of the Client's constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or terms of any contract binding on or affecting it or any of its assets. Provided that the Client shall intimate AU Bank of any change in any regulatory requirements, the effect of which may be to restrict or prohibit the provision of the Facility

c) The Client shall be responsible for complying with all applicable laws and regulations (including guidelines issued by Reserve Bank of India from time to time) in connection with the Facility.

d) The Client shall be solely responsible for any acts, errors, omission or fraud on the part of its employees or agents.

e) The Client hereby irrevocably agrees to and consents that AU Bank may disclose at any time and share with or in any manner make available to any agencies, bureaus, Affiliates, firms, associations, corporate bodies, banks, financial institutions and other persons any information about the Client where such disclosure is necessary under law or where there is a duty to the public to disclose such information or where the interest of AU Bank requires such disclosure. Additionally, AU Bank may disclose such personal and financial information about the Client that is in the public domain.

f) The Client further agrees that in case the Client commits default in the repayment of any dues that may arise as a result of the Facility provided by AU Bank or interest there on or any of the amounts that may be due to AU Bank or any costs, charges and expenses incurred by AU Bank on the Client's account, AU Bank and/or RBI and/or Credit Bureaus will have an unqualified right to disclose or publish the Client's name (including the name of the directors) as defaulter in such manner and through such medium as AU Bank and/or the RBI and/or Credit Bureaus in their absolute discretion may think fit.

g) The Client agrees and undertakes to duly comply with its obligations in terms of the processes as detailed in Application Form for Collections sent to AU Bank, and to duly remit the payments for the Services rendered by AU Bank.

h) The Client shall be solely responsible for completing the KYC requirements with respect to the Consumer(s) receiving funds through Electronic Fund Transfer.

NACH SERVICES

1. DEFINITIONS

In these terms and conditions the following words and phrases shall have the meaning as stated hereunder unless the context indicates otherwise:

“NACH Debit” shall mean and include Direct Debit and/or NACH Debit as applied for by the Client in the Application.

“Customer” means the customer of the Client holding an account with any Bank (hereinafter referred to as Customer Bank) who has instructed the Customer Bank to make payments to the Client on his behalf through Auto NACH Debit.

“Customer Account” shall mean an account of the Customer with the Customer Bank from which payments shall be made to the Client in accordance with the NACH Mandate.

“Customer Bank” shall mean the bank in which the Customer holds an account and from which payments will be made to the Client through NACH Debit on the Customer’s Instructions.

“Direct Debit” shall mean debit of money from the Customer Account by AU Bank for corresponding credit to the Account in accordance with the Customer's Instruction(s).

“Cycle Date” refers to the dates on which the Customer Account is to be debited, as specified in the Mandate provided to the Client by the Customer.

“NACH” shall mean the National Automated Clearing House - clearing system implemented by the National Payments Corporation of India (NPCI) from time to time.

“NACH Debit” shall mean debit of money from the Customer Account via NACH platform for corresponding credit to the Account in accordance with the Customer's Instruction(s).

“Instruction” or “Mandate” refers to the instructions of the Customer either in writing or through any other mode as may be permitted by AU Bank in the form and manner acceptable to AU Bank and/ or as may be prescribed by the regulators and authorizing Customer Bank to carry out the NACH Debit according to the Instruction or Mandate.

“NACH Debit” shall mean debit of money from the Customer Account through the National Automatic Clearing House (NACH) platform of NPCI (National Payment Corporation of India) for corresponding credit to the Account in accordance with the Customer's Instruction or Mandate.

2. FACILITY

a. The Facility shall refer to NACH Debit facility as may be mentioned in the Application, unless otherwise notified by AU Bank. The Facility shall not be extended to cover any other payments or receipts of any nature whatsoever. In accordance with the Instructions given by the Customers to AU Bank OR to any other Person as instructed by AU Bank, AU Bank shall debit the money from the Customer Account by way of Direct Debit or initiate a request to the Customer Bank for debit of money from the Customer Account by way of NACH Debit. Where the terms of the Facility do not require the amount and / or the date of such NACH Debit to be specified in the Mandate or when the amount and date of the NACH Debit can be varied from time to time, subject to the maximum amount to be

debited and number of NACH Debits to take place in a particular time interval specified in the Mandate, AU Bank shall act as per the debit instructions received from the Client in relation to and in accordance with such Mandates from time to time. The Client shall ensure that the said debit instructions are in accordance with the Mandates. The Client agrees and understands that AU Bank shall not be liable for executing a debit instruction which is contrary to the Mandate. In addition, AU Bank reserves the right to reject the debit instructions if they are found to be non-compliant with the Mandates and shall not be liable for any consequence which may arise as a result of such rejection.

b. The Client agrees and undertakes that all funds remitted to the Client by the Customers through NACH Debit shall be deposited only in the Account and in no other bank account of the Client or bank account of any third party.

c. The Client shall ensure that all the details of the Customer including those pertaining to the amounts to be debited as well as the details of the Customer Account are error free and complete.

d. The Client hereby unconditionally and irrevocably authorizes AU Bank to reverse any credit entry in the Account, if the same has already been credited to the Account or any other bank account or paid to the Client or any Person on behalf of the Client.

e. The Client hereby agrees and undertakes that the Client shall promptly refund to AU Bank any excess payment received by the Client inadvertently within two (2) working days of receipt of intimation of the same from AU Bank. In case of failure to refund the excess amount, the Client shall be liable for payment of interest at such rate of interest as may be stipulated by AU Bank from the date of the receipt of payment till the date of the refund.

f. In case of Direct Debit, the Client shall instruct AU Bank to present the Mandate for a maximum of three times and at such predetermined intervals, in the event the Customer does not have sufficient amount to allow the debits as per the Mandates given. AU Bank shall not present the Mandate more than once in the event that the rejection of the first presentment was on account of any reason other than insufficiency of funds in the Customer Account.

g. AU Bank disclaims any and all liability for any negligence or misconduct that may occur by reason of effecting the Mandates and/or in providing the said Facility.

h. The Client further agrees that in the event that the Client delays in sending the Mandate(s) beyond the agreed period as per Clause 3 to AU Bank, AU Bank shall not be responsible or liable on account of any consequences for such delays.

i. The Client agrees and confirms that all the records of AU Bank generated in relation to transactions arising out of the provision of the Facility, (including the timing of the transaction) shall be conclusive proof of the genuineness and accuracy of the Customer's transaction.

j. The Client agrees and confirms that AU Bank shall incur no liability if it is unable to carry out any Mandate because of the existence of any one or more of the following circumstances: (i) If the Customer Account does not contain sufficient funds to cover for the amount to be debited; (ii) If the funds available in the Customer Account are under any encumbrance or charge; (iii) Due to refusal of the Customer Bank to honour the payment.

3. PROCESS

a. The Client shall provide to AU Bank, the Mandate in physical form as per the prescribed format at least seven working days before the first Cycle Date or within such other period as informed to the Client by AU Bank from time to time. The Client shall also provide a copy of the Mandate in electronic form as per the prescribed format, as and when required by AU Bank. Notwithstanding anything

contained herein, in the event of any discrepancy between the physical and electronic form of the Mandate, the physical form of the Mandate shall at all times prevail over the electronic form.

b. AU Bank shall verify the details contained in the Mandate including, Customer's name, account number, amount (both in words and figures) and such other information as provided in the Mandate. On verification, if AU Bank finds any discrepancy with regard to the information provided to AU Bank either with regard to the account details or any other such discrepancy, AU Bank shall at its sole discretion reject such Mandates. Provided that AU Bank shall not verify the Mandate unless submitted in physical form as per clause (a) above.

c. The Client agrees and acknowledges that AU Bank shall in no way be responsible or liable if the Customers/ Client incur any loss as a result of such information being provided in the Mandate and for carrying out NACH Debit on the basis of such information/details provided. Further, the Client shall keep AU Bank indemnified against any loss, claim or damages that AU Bank may have to incur/ suffer due to such erroneous or inaccurate details being provided.

d. It shall be the duty of the Client to verify from the Mandate that the name and other details provided by the Customer are exactly the same as furnished by the Customer to the Client with respect to the services offered by the Client. The Client shall be liable for indemnifying AU Bank for any loss suffered by it on account of any change in the Customer's details given in the Mandate and the details registered with the Client. e. If the Client provides Mandates in the electronic form and in case any discrepancies are found by AU Bank on comparison of the Mandates provided in the physical form, AU Bank shall carry out such changes as is required, in the electronic form of the Mandates and inform the same to the Client from time to time. However, AU Bank shall not be liable for any delay in providing such information.

f. AU Bank shall credit the Account from time to time either through account credits/ RTGS/ NEFT as is mutually agreed by AU Bank and the Client. AU Bank shall use its best endeavours to ensure that the Account is credited as soon as is reasonably practicable. It shall be the Client's sole responsibility to verify on a continuous basis that the Account is credited. The Client acknowledges that in case there is a delay due to the day of credit being a holiday or due to any other reason, then the payment or credit will be made / given on the next working day.

g. The Client shall inform AU Bank of such Customers who have opted for NACH Debit for making payments to the Client on a regular basis.

h. AU Bank shall send a statement of the successful and unsuccessful NACH Debits to the Client at such periodical intervals as may be agreed between the parties. However, AU Bank shall have the right to revise the said intervals at its own discretion. The Client shall be solely responsible to intimate the Customer regarding the receipt of money in the Account from the Customer Account.

i. The Client may on receiving a stop payment/cancellation instruction from the Customer request AU Bank to put/ initiate a stop payment/cancel the NACH Debit facility, as the case may be, to the Customer Account by giving at least seven working days notice. The Client shall intimate the Customer that any such stop payment/ cancellation request may be submitted to the Client or AU Bank (in case the Customer maintains the Customer Account with AU Bank for availing the Facility), as the case may be, seven days prior to the Cycle Date.

Grouping of Accounts Services

1. DEFINITIONS

In these Terms and Conditions, the following words and phrases shall have the meaning as stated hereunder unless the context indicates otherwise:

“Grouping of Accounts” is service provide under Corporate Net Banking of AU Bank.

“Facility” shall mean the facility extended by AU Bank to the Client whereby the Client shall view balance and transaction details for Linked Account(s) on the Grouping of Accounts.

“Linked Account(s)” shall mean any account of the Client held in AU Bank, as mentioned in the Application, in relation to which the Client is availing the Facility.

2. FACILITY

a) The Client shall have view and the transaction access of the Linked Account(s) on the Grouping of Accounts.

b) The Client may, through the User(s), upload transaction the Linked Account(s) through the Grouping of Accounts and the Client shall be solely responsible for the authenticity and correctness of the data so uploaded by the Client. AU Bank shall not be held responsible for any error or omission in the data so uploaded by the Client.

c) The Client hereby declares and confirms that the officials authorized by the Client for availing the Facility are duly authorised to view balance and transaction details for all Linked Account(s). AU Bank shall not be liable for any unauthorised access or use of the information provided by AU Bank on Grouping of Accounts.

d) The Client shall have an option to view the balance and transaction details of all accounts in Grouping of Accounts.

e) AU Bank shall not be responsible to the Client for reliance on the transaction or balance details of the Linked Account(s) uploaded on the Grouping of Accounts and any actions taken pursuant thereto.

f) In the event that the Client seeks to terminate this Facility as per the provisions of these Terms and Conditions, the Client shall be responsible in informing the Linked Bank(s) of the termination of this Facility and intimating the Linked Bank(s) to thereafter stop sending the balance and transaction details of the Linked Account(s) to AU Bank.