

TERMS AND CONDITIONS - CORPORATE NETBANKING

1. DEFINITION:

In these Terms of Service (hereinafter referred to as “Terms and Conditions”), unless the context indicates otherwise, the following words and phrases shall have the meanings indicated against them:

“**Account**” shall mean any Bank account of the Client with AU Small Finance Bank Limited (“the Bank”) so designated by the Bank to be eligible account(s) for the operations through the use of Internet Banking Services.

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

“**Internet Banking Services**” are the Bank’s services which provide access to account information, products and other services (including Transaction of financial and non-financial in nature) as advised by the Bank from time to time to the customers through the internet banking website of the Bank ‘www.aubank.in’

“**User**” refers to a customer of the Bank who is authorized to use Internet Banking Services.

“**Confidential Information**” refers to the information obtained by the customer through the Bank for availing various services through ‘www.aubank.in’

“**Personal Information**” refers to the information about the User obtained by the Bank in connection with the Internet Banking Services.

“**Future A/c**” In the event of future accounts opened by the User under the same Customer ID, then the Terms of Service (Terms & Conditions) shall automatically apply to such further use of the Internet Banking by the User.

“**Third party product**” refers to any product and/or service of third party which is offered by or through the intermediary of the Bank.

“**Customer/Client**” refers to Customer named in the Application Form and shall, where the context requires, include any authorized representative of the Customer.

“**Instruction**” means any request or instruction that is received from the customer by the Bank through Internet Banking services.

“**SMS Password**” refers to one time 6-8 digit pass code that would be sent to a customer’s mobile number registered on the Bank’s record. “**Channels**” shall mean e-mail, letters, branches, Network Connection, web interface of AU Bank or interface installed at the Client's server including the Host-to-Host Client Server or other electronic communication method permitted by AU Bank through which the Client may supply/make available the requests for Disbursements or Instruments (NEFT/RTGS/IMPS/IFT/Cash Payout/Cheque Printing), the details of the Beneficiaries and other instructions for the Services.

“**Person**” shall mean and include individuals, company or corporation, trust, sole proprietorship, partnership firm, Limited Liability Partnership, 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(T&C) 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 other genders. 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 OF TERMS

These Terms (T&C) mentioned herein formed the contract between the User using the Internet Banking services and the Bank. By applying for Internet Banking Services and accessing the service the User acknowledges and accepts these Terms(T&C) Any conditions relating to the accounts of customer other than these Terms will continue to apply except that in the event of any conflict between these Terms and the account conditions, these Terms will continue to prevail. The T& C shall remain valid until it is replaced by another agreement or terminated by either party or account is closed, whichever is earlier. These Terms will be in addition to and not in derogation of the terms and conditions relating to any Account(s) of the User and/or to those relating to services/facilities offered by AU Bank and availed by the User.

3. APPLICATION FOR INTERNET BANKING SERVICES

The Bank may offer Internet Banking Service to selected customers at its discretion. The customer would need to be Internet User or have access to the Internet. The acceptance of the application and the acknowledgement thereof does not automatically imply the acceptance of application for Internet Banking Services. The Bank may advise from time to time the Internet software such as Browser, which are required for using Internet Banking Services. There will be no obligation on the part of the Bank to support all the versions of this Internet software.

4. INTERNET BANKING SERVICES

The Bank shall endeavor to provide to the User through Internet Banking services such as inquiry about the balance in his/her 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 and other accounts and many 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 at its sole discretion may also make additions/deletions to the Internet Banking Services being offered without giving any prior notices or reasons. The availability /non-availability of a particular service shall be advised through the web page of the Bank or written communication or any other mode as the Bank thinks fit. The Bank shall take reasonable care to ensure the security of and prevent unauthorized access to the Internet Banking Services using technology reasonably available to the Bank. The User shall not use or permit to use Internet Banking Service or any related service for any illegal or improper purposes.

The User would be allotted a User-id and a password (to be used at the time of login) by the Bank in the first instance. The User will be required to mandatorily change the password assigned by the Bank on accessing Internet Banking Services for the first time.

As a safety measure the User shall change the password as frequently as possible, at least once in 60-90 days.

The User shall not attempt or permit others to attempt accessing the account information stored in the computers and computer networks of the Bank through any means other than the Internet Banking Services.

5. USER-ID AND PASSWORD

The User shall:

- Keep the User-id and password totally confidential and not reveal them to any third party.
- Create a password of at least 8 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, date of birth, telephone number, vehicle number, driver license etc. or easily guessable combination of letters and / or numbers.
- Commit the User-id and password to memory and not record them in a written or electronic form; and
- Not let any unauthorized person have access to his computer or leave the computer unattended while using Internet Banking Services.
- Not disclose/reveal his/her personal or confidential information to anyone over email/SMS/phone call even if its purportedly from AU Bank. AU Bank or any of its representatives will never send you emails/SMS or call you over phone to seek your personal information like Username, passwords, One Time SMS passwords etc.
- Not access www.aubank.in if his/her computer device is not free of malware (Viruses, Trojans, etc.).

In the event of forgetting of User-id and/or password or expiry/ disability of password(s) User 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 User-id shall not be construed as the commencement of a new contract. The User agrees and acknowledges that Bank shall in no way be held responsible or liable if the User incurs

any loss as a result of compromise of User-id and password by the User himself or User has failed to follow the Internet Banking Service instructions as published by the Bank on the site from time to time. User agrees to fully indemnify and hold harmless Bank in respect of the same.

Locking of User ID

Internet Banking Password / User ID shall get locked after a number of incorrect attempts, up to such number (at present 3 failed attempts) as may be decided by the Bank from time to time. The same shall be available on the next day. In case of emergency, the User ID / password can be unlocked through the branch.

Deactivation of User ID

The Bank has the discretion to deactivate a User's Internet Banking ID, if the same has not been used for a period defined by the Bank. Also, the Bank has the right to deactivate the Internet Banking login of User due to unsatisfactory behavior in the account.

6. CYBER CRIME & OTHER ACTIONS

The Internet per se is susceptible to various cybercrimes like phishing, vishing (Voice phishing), SMSing (phishing through SMS), compromise of User's system security etc., that could affect Payment Instructions / other instructions to the Bank. Whilst the Bank shall endeavor to protect the interest of the customers, there cannot be any guarantee from such cybercrimes and other actions that could affect Payment Instructions / other instructions to the Bank including but not limited to delay or failure in processing the instructions. The User shall separately evaluate all such risks and the Bank shall not be held responsible for the losses arising out of such cybercrimes. The User understand that doing a Net Banking transaction at a Cybercafe/shared computer terminal/wifi is risky and shall avoid using the services of a Cybercafe/shared computer terminal/wifi to do any Net Banking transactions.

7. ERRORS - OMMISION & COMMISSION

The filling in of applicable data for transfer of funds and/or issue of Demand Drafts, cheques would require proper, accurate and complete details.

For instance, the customer is aware that:

- he/she would be required to fill in the correct account number of the person to whom the funds are to be transferred.
- he/she would be required to fill in the correct Credit Card number while making Credit Card payments.
- he/she would be required to fill in the correct details such as the name of the payee (who may or may not have an account with the Bank), mailing address, amount of the Demand Draft and the city/state where the Demand Draft is payable.

In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts, or the Demand Draft may be incorrectly issued or sent to a wrong address and there is no guarantee of recovery of the same thereafter. The User shall therefore take all care to ensure that there are no mistakes and errors and that the information given by him/her to the Bank in this regard is error free, accurate, proper, and complete at all points of time. The User indemnifies the Bank from any loss due to an error on his/her part. **As per RBI instructions credit will be affected based solely on the beneficiary account number information and the beneficiary's name particulars will not be used there for.** On the other hand, in the event of the User's account receiving an erroneous credit by reason of a mistake committed by some other person or for any other reason, the Bank shall be entitled to reverse the erroneous credit at any time whatsoever without his/her consent. The User shall be liable and responsible to the Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain obtained by him/her as a result of the same.

8. RISKS

The site of the Bank may require maintenance and during such time it may not be possible to process the request of the customers. This could result in delays and/or failure in the processing of instructions. The User understands that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by the Bank to honor any customer instruction for whatsoever reason.

9. LIMITATIONS

The User is aware that the Bank may from time to time impose maximum and minimum limits including daily limits on transfer of funds that may be transferred or amount of the Demand Draft/ IOI (Inter Office Instruments) that can be issued by virtue of the payment instructions given hereunder. The User acknowledges that the same is to reduce the risks on him/her. For instance, the Bank may impose transaction restrictions within particular periods or amount restrictions within a particular period or even each transaction limits. The User shall be bound by such limits imposed and shall strictly comply with them. The Bank shall put an appropriate message on the relevant page or the website.

10. CHARGES & FEES

The Bank at its discretion from time to time may specify charges for usage of Internet Banking Services and/or additional charges for selected services which is published on the Website of the Bank (www.aubank.in) and further changes in the charges/fees shall also be notified on the above sites. All out of pocket expenses where-ever applicable will be borne by the User. The User and the other account holder(s) (in case of joint accounts) hereby authorize(s) the Bank to recover all charges related to Internet Banking Services as determined by the Bank from time to time by debiting the User(s) account or any of joint account holder'(s) account(s).

The Client shall be liable to pay fees and charges for the Corporate NetBanking Facility as specified in the fee structure. Notwithstanding anything contained in these Terms (T&C) , 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.

11. RIGHT TO SET OFF AND LIEN

Bank shall have the right of set off and lien, irrespective of any other lien or charge, present as well as future, on the account(s) held by User(s) or Client or in any other account, whether in single name or joint names to the extent of all outstanding dues, whatsoever arising as a result of the Internet Banking services extended to and/or used by the User.

12. FUNDS TRANSFER

The User shall not use or attempt to use Internet Banking Services for funds transfer without sufficient funds in the relative Internet Banking Services account or without a pre-existing arrangement with the Bank for the grant of an overdraft. The Bank will endeavor to affect such funds transfer transactions received through Internet Banking Services provided there are sufficient funds available in the User's account. The Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the control of the Bank. In the event of overdraft created due to oversight/inadvertently, the User will be liable to pay the interest on such overdrawn amount, as decided by the Bank from time to time.

FUNDS TRANSFER TO OTHER ACCOUNTS/VISA CARDS/MASTER CARDS

The User accepts that he/she will be responsible for keying in the correct account number/other particulars of the beneficiary for the funds transfer request. In no case, the Bank will be held liable for any erroneous transactions incurred arising out of or relating to the User entering wrong/incorrect/incomplete account number, information of the beneficiary and/or any other particulars.

If funds transfer is made available to the User, it may be used for transfer of funds between User's own accounts and/or from User account to accounts belonging to third parties maintained at the Bank and/or

at other Banks. In the event, such transfer of funds is to accounts belonging to third parties maintained at any other Bank, which falls under the network of Reserve Bank of India's Electronic Fund Transfer System, the same shall be governed by the Terms(T&C) applicable to National Electronic Fund Transfer ("NEFT") and Real-Time Gross Settlement System ("RTGS") of the Reserve Bank of India as provided in the site of the Bank (www.aubank.in).

MERCHANT PAYMENTS

The Bank provides the facility of payment for transactions executed on Internet through different sites. The Bank will execute such transactions and will be responsible for transferring the amount debited from the User's account to the Service /merchants' account. The Bank shall not be held responsible for failure of such transactions. In no event shall the Bank be held responsible/liable for any informational content provided on any such site or for any deficiency in the services/products offered by such sites.

13. STANDING INSTRUCTIONS/SCHEDULED PAYMENTS

The User can set 'Standing Instructions' or 'Schedule Payments' as on a required date i.e., the date on which the Users account shall get debited in the functionality where it is available. If the User wishes to modify / cancel this 'Standing Instruction / Scheduled Payments', the same should be done 1 day prior to the schedule date.

14. BANK AUTHORITY

Banking transactions in the User's account(s) are permitted through Internet, only after the authentication of the User-id and password of the User. The User irrevocably and unconditionally authorizes the Bank to access all his/her account(s) for effecting banking and other transactions performed by the User through the Internet Banking services. The instructions of the User shall be effected only when such information is in accordance with the prescribed procedure. The User grants express authority to the Bank for carrying out the banking transactions performed/requested by him/her through Internet Banking Services. The Bank shall have no obligation to verify the authenticity of any transaction received from the User through Internet Banking Service or purported to have been sent by the User via Internet Banking Services, other than by means of verification of the User-id and the password. The display or printed output that is generated by the User at the time of operation of Internet Banking Services 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. All transactions arising from the use of Internet Banking Services to operate a joint account, shall be binding on all the joint account holders, jointly and severally, notwithstanding that one amongst such joint account holders only operates the accounts through Internet Banking Services.

The Bank may at any time without giving notice or reasons, suspend or terminate all or any of the Internet Banking services or their use by the User.

15. FULL INFORMATION

A customer shall provide such information as the Bank may from time-to-time reasonably request for the purposes of providing the services. The User is responsible for the correctness of information supplied to the Bank through the use of Internet Banking Services facility or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequences arising out of erroneous/incomplete/incorrect information supplied by the User. If the User suspects that there is an error in the information supplied to the Bank by him/her, he/she shall advise the Bank at the earliest. 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/her through Internet Banking Service, he shall advise the Bank at the earliest. The Bank will endeavor to correct the error promptly and adjust any interest or charges arising out of the error.

16. TRANSACTION PROCESSING DOCUMENTS

The User shall be responsible for submitting necessary documents and information as the Bank may require along with any request for any service under Internet Banking. If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation, the Bank shall not be required to act on the request until it receives such documentation from the User.

17.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 telecommunications data communications, computer systems and services, sabotage, fire, flood, explosion, acts of God- including an epidemic or pandemic civil commotion, strikes or industrial action of any kind (whether involving the Bank's employees or those of a third party), riots, insurrection, war or acts of government,. 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 and will not be deemed to be breach of the Terms(T&C) and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

18. 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, however, 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.

19. 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 (T&C) and has taken all necessary action, including all internal and corporate approvals, for execution of the application and availing of the Internet Banking Services Facility.
- ii. Availing of the Internet Banking Services 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 within seven days of any such change.
- 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.

20. TERMINATION OF THE FACILITY

The Client may discontinue or terminate use of any or all the Internet Banking Services facility 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 transactions made or his/her account(s) prior to the time of such cancellation of the Internet Banking Services. 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 Internet Banking Services, 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.

21. INDEMNITY

The Client 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. Breach of Terms (T&C) mentioned herein.
- ii. Improper use of the Internet Banking Services by the User/Customer.
- iii. Any claims made by the third parties arising from issues related to any failure, delay or interruption of the products and/or services as provided by the Bank's Internet Banking services.
- iv. The use of products/Internet Banking services in any manner which violates the Terms(T&C) or otherwise violates any law, rule, conditions, or regulation.
- v. Non-compliance with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body.
- vi. Any error, default, fraud, acts, omission, negligence, misfeasance, malfeasance or misconduct of the Client's employees or any agents, third party Consumers.
- vii. Breach of any obligations, representations or warranties/ any of these Terms (T&C)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 unauthorized modification to the network Connection.
- x. 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.

22. LIABILITIES OF THE BANK

The Bank shall not be liable for any unauthorized transactions in the account(s) through the use of Internet Banking Services which can be attributed to the fraudulent or negligent conduct of the User.

The Bank shall endeavor to take all possible steps to maintain secrecy and confidentiality of its customer account(s)/information but shall not be liable to the account holder(s) for any damages whatsoever caused on account of breach of secrecy/confidentiality due to reasons beyond the control of the Bank.

Bank, for valid reasons, may refuse to execute any instructions placed by the User.

The Bank shall endeavor to take all possible steps to maintain secrecy and confidentiality of its customer account(s)/information but shall not be liable to the account holder(s) for any damages whatsoever caused on account of breach of secrecy/confidentiality due to reasons beyond the control of the Bank.

The Bank will in no way be held responsible or liable for delay, failure and/or untimely delivery of SMS password and/or SMS Alerts due to but not limited to network congestions, network failure, systems failure or any other reasons beyond the reasonable control of the Bank or its service provider(s).

Notwithstanding anything contained herein, where Bank has reason to believe that any transaction or marking of liens, have been fraudulently made (hereinafter referred to as a “suspected transaction”), the Bank shall be entitled to withhold payment pertaining to such suspected transaction in accordance with regulatory laws relating to Money Laundering or otherwise. If Bank determines after due enquiry and investigation that the transaction is a valid transaction and not a suspected transaction, the Bank shall release such withheld payment subsequently.

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.

23. LIABILITY - USER

The User shall be liable for

1. Non-compliance of Terms (T&C) mentioned herein.
2. If he/she has breached the Terms (T&C) or contributed or caused the loss by negligent actions such as the following:
 1. In disclosing or failing to take all reasonable steps to prevent disclosure of the User-id and/or password to anyone including Bank staff and/or failing to advise the Bank of such disclosure within a reasonable time.
 2. Not advising the Bank within a reasonable time about unauthorized access to or erroneous transactions in the account(s) through the Internet Banking Services.

24. AMENDMENT TO THE TERMS

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

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

25. GOVERNING LAWS

Any dispute under this Terms and Condition shall be subject to the courts of competent jurisdiction in Jaipur.

Users agree and acknowledge that in case of any dispute or difference arising out of or in connection with these Terms (T&C) whether during its subsistence or thereafter between AU Bank and the User including any dispute or difference relating to the interpretation of these term or any clause thereof shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modifications thereof. Such claims disputes and/ or differences shall be referred to arbitration by a sole arbitrator (“Arbitrator”) to be appointed by AU Bank. The venue for conducting arbitration proceedings shall be in Jaipur, India. The language of arbitration shall be English. In respect of the matters where it is determined in an arbitration proceeding conducted in accordance with the preceding paragraph that (i) the arbitration proceeding provided in such paragraph is unenforceable; or (ii) the subject matter thereof is non-arbitrable under the Indian Arbitration and Conciliation Act 1996, as amended, in such a situation, courts in Jaipur, India will have exclusive jurisdiction in relation to such matters, each party irrevocably waives any right it may have to object to an action being brought in any of those courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.

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.

26. SEVERABILITY

Any provision of these Terms (T&C) 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 (T&C) or affect such provision in any other jurisdiction.

27. NON-TRANSFERABILITY

The grant of facility of Internet Banking Services to a User is non-transferable under any circumstances and shall be used by the User only.

28. 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.

29. 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.

30. THIRD PARTY RIGHTS

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

32. MISCELLANEOUS CLAUSES

a) Clause headings are inserted for convenience and shall not be deemed to affect the interpretation of these Terms (T&C). 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 trademark, logo or copyright of the other party without permission in writing of the party who owns such proprietary rights. c) These Terms (T&C) 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(T&C), the provisions contained in these Terms(T&C) 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 (T&C) 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.

33. ANTI VIRUS UPDATE - DISCLAIMER

The User needs to get his PCs/laptops scanned on a regular basis and be updated with the latest antivirus software available. The Bank shall not be responsible in case of any data loss or theft due to the virus transmitted in the system through the usage of Internet Banking Services.

34. THE INFORMATION TECHNOLOGY ACT 2000 - APPLICABILITY

The Bank has adopted the mode of authentication of the User by means of verification of the User ID and or through verification of password or through any other mode of verification as may be stipulated at the discretion of the Bank. The User hereby agrees/consents for the mode of verification adopted by the Bank. The User agrees that the transactions carried out or put through by the aforesaid mode shall be valid, binding, and enforceable against the User and shall not be entitled to raise any dispute questioning the transactions.

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 Electronic Fund Transfer (NEFT); (iii) Real Time Gross Settlement System (RTGS) or (iv) Unified Payments Interface (UPI) (v) 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 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.