

# **Terms and Conditions**

## **Internet Banking Services (I-Net Banking)**

### **Definitions**

- **'Bank'** refers to IDBI BANK LIMITED, a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its Registered Office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005. The term includes the successors and assigns of IDBI Bank Ltd.
- **I-Net Banking** provides access through the internet to account information, account transaction and various other products and services as the Bank may decide to provide from time to time to the Bank's customers through the Internet. Such I- Net Banking may be provided by the Bank directly or through its associates or contracted service providers.
- **Internet Banking Account** refers to the User's Savings and/ or Current Account and/ or Fixed Deposit account and/or any other type of account so designated by the Bank to be eligible account(s) for operations through the use of I- Net Banking. One of these accounts will be designated as the primary account. All other accounts (if any) of the User will be called secondary account(s). The User should be either, the account holder and sole signatory or be authorised to act alone when there is more than one signatory to the account.
- **User** refers to a customer of the Bank or any person authorized to use the I- Net Banking facility provided by the Bank. In case of minor's account, the guardian of such minor shall be permitted to use I- Net Banking.
- **Personal information** refers to the information about Customer and the User obtained by the Bank in connection with I- Net Banking service or for any other services provided from time to time under Internet Banking.
- **Terms** refer to terms and conditions for use of I- Net Banking as specified in this document and any other addition/deletion in Terms from time to time by the Bank.
- In this document, all references to the User being referred in masculine gender will also include the feminine gender.

### **Applicability of Terms**

Terms form the contract between the User and the Bank. By applying for I-Net Banking and accessing the service the User acknowledges and accepts Terms. Any conditions relating to the accounts of the customer other than Terms will continue to apply except that in the event of any conflict between Terms hereof and the account conditions, these Terms will continue to prevail. These Terms will be in addition to and not in derogation of the Terms and Conditions relating to any Account(s) of the User/or to those relating to services/facilities offered by the Bank and availed by the User. The User agrees that in the event the User avails of any services/facilities offered by the Bank through its website, the User shall be bound by all Terms stipulated by the Bank pertaining to such services/facilities and availed by the User through I-Net Banking.

### **Application for I- Net Banking**

- The Bank may extend I- Net Banking facility to its eligible customers at its sole discretion. The User would need to be a current authorized/legal internet user and have access to the internet and knowledge of how the internet works. The User may fill and submit the I-Net Banking application form at any of the Bank's branches. On receipt of the request for I-Net Banking, in the Bank's prescribed form, subject to the satisfaction of the eligibility criteria notified by the Bank from time to time, access may be provided by the Bank at its own discretion.
- The User shall not attempt or permit others to attempt accessing the account information stored in the Bank's computers which does not relate to his/her or its account and / or for illegal and improper purposes which, if done and proved so, will be liable for action under the appropriate law and withdrawal I-Net Banking facility enjoyed.
- All instructions for operating the I-Net banking facility shall only be given by the User in the manner indicated/informed by the Bank. The User is responsible for the accuracy and authenticity of the instructions so provided to the Bank and the same shall be considered to be sufficient to operate the I-Net Banking facility.

## **Software/Hardware**

The Bank may advise/inform from time to time to the User regarding the internet software (such as browsers etc.) that are required for using the I-Net Banking service. There shall be no obligation on the Bank to provide compatible versions of its I-Net Banking software platform suitable to the system (computer hardware, software, operating system, browser etc.) of the User. To use I-Net Banking service of the Bank, the User shall upgrade his/her/its software, hardware, operating system, browser etc. at his/her/its cost from time to time and make their system compatible with I-Net Banking.

## **I- Net Banking Service**

- The Bank endeavours to provide to the User through I-Net Banking services such as enquiry about the balance in his/her/its I-Net Banking 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, from User's account to another person's account, bill payment etc. and such other facilities as the Bank may decide to provide from time to time. The Bank may also make additions/ deletions to the services offered through I-Net Banking at its sole discretion. The availability/ non-availability of a particular service shall be advised through email, sms, web page of the Bank, written communication or other mode of communication.
- All accounts opened with the Bank attached to the same Customer Identification Number either singly or as a joint account holder will be accessible through the I-Net Banking service.
- The Bank endeavours to take reasonable care to, ensure the security of and prevent unauthorised access to the I-Net Banking service by using technology reasonably available to the Bank.
- The User shall not use or permit to use I-Net Banking or any related service for any illegal or improper purposes.

## **I-Net Banking Access**

- The User would be allotted/allowed to create an I-Net Banking user-id(s) and one or more password(s) by the Bank in the first instance. The User will be required to change the password(s) assigned by the Bank on accessing I-Net Banking for the first time. As a safety measure the User shall change the password (s) as frequently thereafter as possible. As an additional safety measure, the user may be forced to change password(s) whenever prompted by the I-Net Banking software of the Bank.
- In addition to user-id and password (s) the Bank may, at its discretion, advise the user to adopt such other means of authentication including but not limited to digital certification and/ or smart cards.
- The User shall not attempt or permit others to attempt accessing the account information stored in the computers of the Bank through any means other than the I-Net Banking service.
- In the absence of any specific request from the User to collect the I-Net Banking password (s), it shall be sent by courier/post at the risk and responsibility of the User to the correspondence address last available in the Bank's record, and the Bank shall not be liable or held responsible in any manner whatsoever if the password (s) falls in the hands of unauthorized person/s
- The User agrees and is aware that transactions through I-Net Banking can be effected by use of the password(s) only and shall not request or demand any evidence of proof for transactions undertaken through the internet and that the audit trail of the login would be conclusive proof to establish that the transactions are bonafide.

## **I-Net Banking Password**

The user must:

- keep the User-id and the password(s) totally confidential and not reveal the same to any third party under any circumstances.
- choose a password (s) which shall be at least 8 characters long or any number of characters as the Bank may stipulate time to time and may consist of a mix of alphabets, numbers and/or special characters which must not relate to any readily accessible personal data such as the User's name, address, telephone number, driving license, date of birth etc. or an easily guessable combination of letters and numbers.

- commit the User-id and password(s) to memory and not to record them in a physical or electronic form.
- not let any unauthorised person have access to computer or leave the computer unattended whilst accessing I-Net Banking.
- properly log-off i-net banking web page each time when the User completes the I-net banking session.

If the User forgets the I-Net Banking user-id or password(s), the User can request for change of the password(s) by sending a written request to the Bank or through any such mode as provided by the Bank. The selection of a new password (s) and/ or the replacement of I-Net Banking user-id shall not be construed as the commencement of a new contract.

The User acknowledges, represents and warrants that the password(s) which provide access to the Internet Banking Account and that the User is the only authorized person to use i-net Banking user-id, password(s) and accepts sole responsibility for their use, confidentiality and protection, as well as for all orders and information changes entered into Internet Banking Accounts using such password (s). The User grants express authority to the Bank for carrying out transactions and instructions authenticated by such password (s).

The user agrees and acknowledges that the Bank shall in no way be held responsible or liable if the User incurs any loss as a result of information being disclosed by the Bank regarding his/her its Internet Banking Account or carrying out instruction of the User pursuant to the access of Internet Banking and the User shall fully indemnify and hold the Bank harmless in respect of the same. The User agrees and acknowledges that any loss, damage, liability caused or suffered to the User due to disclosure, whether inadvertently or voluntary, of the confidential password (s) shall be borne by the User without transferring any liability or responsibility towards the Bank. The User agrees to comply with such guidelines, instructions or terms as the Bank may prescribe from time to time with respect to the password (s).

#### **Joint Accounts**

- The Internet Banking service will be available in case of Joint Accounts, only if the mandate for operation is given as 'Either or Survivor' or ' Anyone or Survivor' Only. For these types of Joint Accounts, one I-Net Banking user-id will be issued to one of the account holder(primary account holder) whose name stands first in the account. The Bank has the option to issue additional user-id and password (s) for any type of accounts including Joint Accounts. The other Joint Account holder(s) shall expressly agree with this arrangement and give his/he consent on a request in a prescribe form for use of I-Net Banking by the primary account holder. In case any of the Joint Account holder(s) gives a request to discontinue I-Net Banking service in respect of operations through the use of I-Net Banking (or in writing) or by some other mode of communication (recognize and authorized by the Bank), for any of the Internet Banking Accounts held jointly by them, the Internet Banking service will be discontinued for all the User/s of i-Net banking.
- All transactions arising from the use of I-Net Banking service in the Joint Accounts shall be binding on all joint account holders, jointly and severally. The Bank shall be liable for any loss/damage whatsoever that may be incurred or alleged to be incurred by the joint holder in such an event.

#### **Minor Accounts**

- If I-Net Banking service is extended to the Minor's Account on the request of natural guardian, the natural guardian of the minor undertakes not to reveal the user id and password (s) to the minor in any circumstances, and the Bank shall not be liable for any loss and consequences arise out of the sharing of user id and password (s) with the minor. In such an event, the transaction through I-Net Banking will be deemed to have been undertaken/done by the natural guardian.

#### **Funds transfer**

- The user shall not use or attempt to use Internet Banking for funds transfer - without sufficient funds in the Internet Banking Account or without a pre-existing arrangement with the Bank for the grant of an overdraft.
- The Bank endeavours to effect such funds transfer transactions instruction received through Internet Banking provided there are sufficient/clear funds available in the User's Internet Banking Account. In any case, if based on the User instructions, funds are debited from his/her/its Internet Banking Account by overdrawing the account without sufficient

funds in the relative Internet Banking -account or without a pre-existing arrangement with the Bank for the grant of an overdraft, the account holder will be liable to regularize the 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 reasonable control of the Bank.

- The Bank shall not be held responsible for any loss that may be caused due to entering wrong beneficiary details while transferring the funds by the User.
- The Bank shall not be liable for any omission for making/transferring all or any payments or for late payments due to circumstances beyond its reasonable control including non-confirmation of beneficiary registration.
- In such event where transfer of funds facility falls under the network of electronic fund transfer of another organization or entity, then the same shall be governed by the rules, terms and conditions applicable to that organization or entity.

#### **Bill Payments / Utility Payments / Prepaid Mobile Recharge**

- In case the User gives any standing instructions of for payment of bills/utility bills etc., the User shall ensure to maintain sufficient funds in the Internet Banking Account on the scheduled date to meet the said mandate. The Bank shall not be liable for non-payment due to insufficiency of funds in Internet Banking Account beyond the reasonable control of the Bank viz. technical problem of connectivity, network breakdown, non-availability of communication links etc.
- In the aforesaid circumstance, The Bank shall not be responsible for the non-payment of the Users bills/utility bills on or within the time stipulated. In case of such non-payment of bills/utility bills, the User alone shall be bound to pay or discharge such bills/ utility bills together with interest, penalty or any other charges. Further all disputes such as excess billing, disconnection of service or facility, wrong credit or debit, shall be resolved by the User only with the help of service provider/ authority raising such bills/utility bills and the Bank shall not entertain any correspondence regarding the same and in no way be responsible for the same.
- The user accepts that he will be responsible for entering/keying wrong details of his/her prepaid mobile number and amount for which the prepaid mobile recharge is requested. In no circumstance, the Bank shall be held liable for any erroneous transactions, arising out of or relating to the User entering wrong details of the prepaid mobile number, operator, circle and/or amount for the prepaid mobile recharge request.
- The Bank shall be responsible for only accepting payment from the User and communicating the request to the service provider/aggregator. All subsequent activities will be carried out by the service provider/aggregator with the help of the mobile operator. The Bank shall not be responsible for any of the activities of the service provider/aggregator and does not make any representation, warranty or undertaking in respect of such activities or the service levels of the service provider/aggregator in relation to such requests.

#### **Authority to the Bank**

- Banking transactions in the User's Internet Banking Account(s) are permitted through Internet Banking only after authentication of the User-id and password(s) of the User. The User (along with the joint account holder, if any) grants express authority to the Bank for carrying out the banking transactions performed by him through I-Net Banking. The Bank shall have no obligation to verify the authenticity of any transaction received from the User through Internet Banking or purporting to have been sent by the User via I-Net Banking other than by means of verification of the User-id and the password(s).
- The display or printed output that is produced by the system of the User at the time of operation of Internet Banking is not a valid record of the operation/transaction of the internet banking and same 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 only be accepted as conclusive and binding for all purposes.
- All transactions arising from the use of I- Net Banking to operate on a Joint Account, shall be binding on all the joint account holders, jointly and severally.

#### **Applicability to Future Accounts / Products and Services**

The Bank and the User agree that if the User opens further accounts with the Bank or avails any of the products/services of the

Bank or any of its affiliates, and the Bank extends the I- Net Banking to such accounts or products or services and the User opts for use thereof, then the present terms and conditions shall also applicable to such further use of the I-Net Banking by the User.

### **Accuracy of Information**

- The User is responsible for the correctness of information forwarded/furnished to the Bank through I-Net Banking or through any other means such as electronic mail or written communication. The Bank does not accept any liability for the consequences arising out of erroneous information forwarded/furnished by the User. If the User suspects that there is an error in the information forwarded/furnished by him/her to the Bank, he/she shall advise the Bank as soon as possible. The Bank will endeavour to correct the error wherever possible.
- If the User notices an error in the account information supplied to him through I-Net Banking or by the use of any of the internet banking services, he shall inform the Bank as soon as possible. The Bank will endeavour to correct the error promptly and adjust any interest or charges arising out of the error, if the same is not beyond the Bank's control.

### **Liability of the User and the Bank**

- The User is only responsible for any loss that may be caused to the User from an unauthorised transactions occurring through the use of I- Net Banking if he/she has breached the terms & conditions or contributed or caused the loss by negligent actions such as the following:
  - Keeping a written or electronic record of I-Net Banking password (s)
  - Disclosing or failing to take all reasonable steps to prevent disclosure of the I-Net Banking user-id or password (s) to anyone including the Bank staff and/ or failing to advise the Bank of such disclosure within reasonable time
  - Not advising the Bank in a reasonable time about unauthorised access to or erroneous transactions in the Internet Banking Accounts.
- The Bank shall not be liable for any unauthorised transactions occurring through the use of I-Net Banking, which can be attributed to the fraudulent or negligent conduct of the User.
- The Bank shall in no circumstances be held liable to the User if I-Net Banking access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error or any other reason beyond the control of the Bank.
- The Bank shall not be liable for any loss or damage that may occur due to compromise of the account or I-Net login id and password(s) of the User by any persons, which fits the definitions of a 'Cyber Related Crime' as accepted internationally.
- Under no circumstances, the Bank shall be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person.
- The grant of I-Net Banking to the User is non-transferable under any circumstances and shall be used only by the User exclusively.

### **Indemnity**

The User indemnifies and hold the Bank harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason arising out of providing I-Net Banking facility or by reason of the Bank in good faith taking or refusing to take or omitting to take action of any instruction given by the User.

### **Disclaimer of Warranties**

- The User expressly agrees to use of the website and or I-Net Banking is at his/her sole risk and responsibility which is

provided on an "as is" and "as available" basis.

- The Bank does not warrant that access to the website and or I-Net Banking shall be uninterrupted, timely, secure or error free nor does it make any warranty as to the results that may be obtained from the website or use, accuracy or reliability of I-Net Banking.
- The Bank will not be liable for any virus/spam/phishing etc. that may enter the User's system as a result of the User using I-Net Banking. Bank does not guarantee to the User or any other third party that I-Net Banking would be virus/spam etc free.

### **Disclosure of Personal Information**

The User agrees that the Bank or IDBI Group Companies or affiliates or authorized agents or service provider may hold and process his/her/its personal information on computer or otherwise in connection with I-Net Banking services as well as for statistical analysis and credit scoring. The User also agrees that the Bank may disclose, in strict confidence, to other institutions, such personal information as may be reasonably necessary for reasons inclusive of, but not limited to, the following

- For participation in any telecommunication or electronic clearing network
- In compliance with a legal directive
- For credit rating by recognised credit scoring agencies
- For fraud prevention purposes

### **Bank's lien**

The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the User's primary account and/ or; secondary account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the I- Net Banking service extended to and/ or used by the User.

### **Proprietary Rights**

- The User acknowledges that the software underlying the I-Net Banking service as well as other internet related software, which are required for accessing I-Net Banking, are the property of the respective vendors. The permission given by the Bank to access I-Net Banking will not construe, convey any proprietary or ownership rights in the related above software to the User.
- The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying I-Net Banking or create any derivative product based on the related software.

### **Change of Terms and Conditions**

The Bank has the absolute discretion to amend or supplement any of the terms & conditions at any time and will endeavour to give prior notice of fifteen days for such changes wherever feasible except for changes to interest rates and/ or other variations that are subject to market changes. The Bank may introduce new services within I-Net Banking from time to time. The existence and availability of the new functions will be notified to the User as and when they become available. The changed terms and conditions applicable to the new I-Net Banking services shall be communicated to the User. By using these new services, the User agrees to be bound by the terms and conditions applicable thereof.

### **Termination of I-Net Banking service**

- The User may request for termination of the I-Net Banking facility at any time by giving a written notice of at least 15 days to the Bank. The User will remain responsible for any transactions made on his Internet Banking Account(s) through I-Net Banking prior to the time of such cancellation of the I-Net Banking service.
- The Bank may withdraw the I-Net Banking facility anytime provided the User is given reasonable notice under the circumstances. If the I-Net Banking service is withdrawn by the Bank for a reason other than the breach of the terms and

conditions by the User, the Bank's liability shall be restricted to the return of the annual charges, if any, recovered from the User for the period in question.

- The Bank may suspend or terminate I-Net Banking facilities without prior notice if the User has breached these terms and conditions or the Bank learns of the death, bankruptcy or lack of legal capacity of the User

### **Notices**

Notices under these terms and conditions may be given by the Bank and the User:

- Electronically to the mailbox of either party. Such notices will be regarded as being in writing.
- In writing by delivering them by hand or by sending them by post to the last address given by the User and in the case of the Bank to corporate office address mentioned in the heading above or any other address as informed by the Bank to the User for communication related to I-Net Banking.
- In addition, the Bank may also publish notices of general nature which are applicable to all users of I-Net Banking on its website. Such notices will have the same effect as a notice served individually to each user or that of a notice published in a newspaper or print media.

### **Governing law**

- These terms and conditions and/ or the operations in the accounts of the User maintained by the Bank and/ or the use of the services provided through I-Net Banking shall be governed by the laws of the Republic of India. The User agrees to submit to the exclusive jurisdiction of the courts located in Mumbai (India) as regards any claims or matters arising under these terms and conditions. The Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms for I-Net Banking in any other court, tribunal or other appropriate forum, and the User hereby consents to that jurisdiction.
- The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the I-Net Banking service can be accessed through internet by the User in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/ or the operations in the Internet Banking Accounts of the User and/ or the use of I-Net Banking.

### **General**

- The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause.
- The User shall not assign this agreement to anybody else. The Bank may sub-contract and employ agents to carry out any of its obligations under this contract. The Bank may sub contract transfer or assign its rights and obligations under this contract to any other company to carry out any of its obligations under this contract. However, the User shall not be entitled to transfer or assign any of his/her rights and obligations hereunder.