



**Thane Bharat Sahakari Bank Limited**  
**Scheduled Bank**

# Internet Banking

## Terms & Conditions

## **IMPORTANT :**

The Thane Bharat Sahakari Bank Ltd. offers Banking services electronically through their network which is accessible securely over the Internet, to its customers subject to the following terms and conditions. This shall be deemed to be Agreement between the Bank and the Customer availing Internet Banking Services.

Kindly read this document carefully, the User's duties and Terms set out herein below. If the User commits a breach of the duties the User will be held liable for the transactions even if the User did not authorize them. Please note that by accepting the terms you are authorizing us to add all the User's Account, including joint accounts to the Internet Banking.

### **Definitions:**

As used throughout this agreement, the following expression shall have the meaning assigned to them and shall be construed accordingly.

- ✧ **“Account”** means an account with the Bank or its affiliate held by a customer of the Bank or its affiliate subject to the terms and conditions herein. It refers to the User's Savings and / or Current Account and / Or Fixed Deposit Accounts and/or Loan Accounts and/or any other type of Accounts so designated by the Bank to be eligible account(s) for operation through the use of Internet Banking.
- ✧ **“Bank”** means The Thane Bharat Sahakari Bank Ltd. a Banking company constituted under Maharashtra Cooperative Societies Act 1960.
- ✧ **“Affiliate”** of Thane Bharat Sahakari Bank Ltd. shall mean and include (a) any company which is a subsidiary of Thane Bharat Sahakari Bank Ltd. or (b) a person under the control of or under common control with Thane Bharat Sahakari Bank Ltd..
- ✧ **“Credit Account(s)”** refers to Your Account or any Account(s) of the Payee maintained with Bank for which a valid ECS debit mandate has been given by the Payer in accordance with the ECS guidelines prescribed by the Reserve Bank of India.
- ✧ **“Debit Account(s)”** refers to any account(s) of the Payer maintained with the Bank for which a valid ECS debit mandate has been procured in accordance with the ECS guidelines prescribed by the Reserve Bank of India.
- ✧ **“Last date for edit”** refers to the date before which you can choose to cancel/modify the Payment Instruction.
- ✧ **“Payment Date”** refers to the date indicated for a credit into the Account by You in the Payment Instruction.
- ✧ **“Payment Instruction”** refers to instructions given by You for a credit transaction to the Account.
- ✧ **“Payer”** refers to the person who holds the Debit Account(s).
- ✧ **“Payee”** refers to the person to whom the Payer will transfer Fund(s).
- ✧ **“Payee Registration Confirmation”** refers to confirmation of Payee Registration to whom; you will transfer Fund(s).

- ✧ **“Personal Information”** refers to the information provided by You to the Bank.
- ✧ **“Received Funds Facility”** refers to transfer of funds to Your Account from the Debit Account of the Payer.
- ✧ **“USER-ID”** means a unique alpha or numeric or alpha numeric user identification code as the case may be created by the user at the time of self registration for the purpose of identification. User ID & Login ID are synonyms.
- ✧ **“Website”** refers to the website owned, established and maintained by Bank located at the URL [www.tbsbl.com](http://www.tbsbl.com).
- ✧ **“Internet Banking”** refers to the internet banking service offered or provided by Thane Bharat Sahakari Bank Ltd. to the User and which are described in the Terms by which the User may access information and give Thane Bharat Sahakari Bank Ltd. instructions in respect of certain of User's Accounts) with Thane Bharat Sahakari Bank Ltd. Such Internet Banking may be provided by Thane Bharat Sahakari Bank Ltd. directly or through its associates or contracted service providers or Affiliate.
- ✧ **“Password”** Any confidential password, phrase, code or number, memorable data, or any other identification of any kind issued to the User by Thane Bharat Sahakari Bank Ltd. or adopted by the User, which may be used either alone or with any Security Certificate / Device or other thing to access or facilitate access to any of Thane Bharat Sahakari Bank Ltd. Site, Internet Banking and the Services or to effect User instructions.
- ✧ **“You”** means customer of the Bank, who chooses and uses the Internet Banking services subject to terms and conditions herein. In case of the customer being a minor, the guardian of such minor shall be permitted to use Internet Banking. The User should be either the account holder and sole signatory or authorized to act alone when there is more than one signatory. An account in which minor is joint account holder, is not eligible to be Internet Banking Account.

**Under this agreement unless the context otherwise requires a reference to:**

- ✧ An **“amendment”** includes a supplement, modification, innovation, replacement or reenactment and **“amended”** is to be construed accordingly;
- ✧ An **“authorization”** or **“approval”** includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;
- ✧ **“Law”** includes any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorization, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the application form or thereafter and each as amended from time to time.

**The singular includes the plural (and vice versa);**

**The headings in these Terms are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms;**

**Reference to the words “include” or “including” shall be construed without limitation; Reference to a gender shall include references to the female,**

male and neuter genders;

**Scope of Internet Banking and Duty of Care of the Bank:**

With an eligible Account for Internet Banking, You can avail electronic Banking services over Internet, namely;

- ✧ Balance enquiry
- ✧ Account statements
- ✧ Bank Fund Transfer (TBSB to TBSB)
- ✧ Bank Fund Transfer (TBSB to Any Bank)
- ✧ Any such other services as the Bank may offer from time to time.

Bank's Internet Banking Services are technology dependant and hence offered to You with a caveat that Bank has the absolute discretion to change the scope of services and even discontinue the service for reasons of technological and cost incompatibility.

It is fundamental term of this agreement that Bank is required to take only those commercially reasonable and technologically feasible measures to prevent unauthorized access to the Internet Banking. You agree that Bank's decision feasible is final and conclusive.

**What You should do before availing services:**

Before, You can avail Thane Bharat Sahakari Bank Ltd. Banking Service, You should carefully go through the terms and conditions herein and agree to abide by them.

Your act of <clicking> <Accept &/or I agree &/or Continue or Submit> button on the Bank's web page hosting terms and conditions herein amounts to Your signing an agreement with the Bank for Thane Bharat Sahakari Bank Ltd. Banking Services and Your consent to abide by the terms and conditions.

Terms and conditions are subject to change periodically; hence every time You choose to conduct Banking transaction under Thane Bharat Sahakari Bank Ltd. Internet Banking Service, You should go through the terms and conditions each and every time.

These terms and conditions at the Bank's discretion would also be part of application form that You would be asked to sign for availing Thane Bharat Sahakari Bank Ltd. Internet Banking Service Services and by signing the application, You agree to abide by the terms and conditions

**Your representation:**

Availing Thane Bharat Sahakari Bank Ltd. Internet Banking Services requires a certain degree of sophistication on Your part in understanding Information Technology & Information Security. By signing this agreement, You represent to the Bank that You have the necessary knowledge and expertise to avail Internet Banking services.

You represent to the Bank that You understand different tricks of Identity thieves such as (i) Hacking (ii) Dumpster diving (iii) Phishing (iv) Pretexting (v) Skimming (vi) Plain stealing etc., and You further represent that You would guard Your identity in general and with particular reference to Internet Banking, namely Login ID, User-Id, Passwords, PIN, Account numbers and such other customer authentication and verification codes issued to or generated by You.

You represent that You would not hold the Bank responsible if You incur loss due to Your Identity theft attributable to Your lack of diligence.

You represent to the Bank that Bank is not required to satisfy itself by enquiry that You have necessary sophistication and the Bank is entitled to assume that You have the sophistication.

**You represent that You understand the difference between different options such as viewing options and transaction options and consequence of exercise of those options over Internet and You would not blame the Bank for any loss, if Your choice of options turns out to be wrong.**

**Your obligations:**

**You irrevocably undertake to perform the following obligations:**

**For the purpose of availing Internet Banking, You would need to have legal and valid access to the Internet and You should ensure that on a continuous basis. You also ensure that you have sufficient bandwidth to access Internet Banking Services.**

**You understand that transactions over Internet have inherent risks and You will follow the security procedure prescribed.**

**The information provided to You through the Internet Banking is not updated continuously but at periodic intervals. Consequently, any information supplied to You through Internet Banking will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the You. Therefore, before acting on the information, You have responsibility to verify that the information is current and valid.**

**You are responsible for submitting necessary documents and information as the Bank may require along with any request for any service under Internet Banking.**

**If You have scheduled a transaction to be processed on a future date and wish to cancel the transaction and/or give any instructions to the Bank to stop the payment from the Account, then You shall be required to make such cancellations /give stop payment instructions in writing one day prior to the schedule date of the transaction to your home branch manager.**

**You shall ensure that Internet Banking or any related service is not used for any purpose which is illegal, improper or which is not authorized under the Law and this agreement.**

**Unauthorized Access :**

**You shall take all necessary precautions to prevent unauthorized and illegal use of Internet Banking and unauthorized access to the Accounts in relation to Internet Banking.**

**You are allowed to create your own USER-ID & password for Internet Banking in the first instance. As a safety measure, You shall change the password as frequently thereafter as possible. These responsibilities on Your part are strict responsibilities.**

**You can create your own User-Id. All accounts opened under your Customer-Id would be linked by default for operations in Internet Banking. In case of Mode of operation is other than self in that case you have to request the Bank which account(s) you want to avail of for transacting through internet banking. The rest of the linked accounts cannot use for Financial transactions & will be made available for transacting through internet banking only on receiving specific written request.**

**USER-ID / Login ID set by you shall remain unchanged and shall be kept confidential by You, at its discretion, advise You to adopt such other means of authentication including but not limited to electronic certification and/ or smart cards and such other verification procedures. You should follow the advice.**

**You shall not attempt or permit others to attempt accessing the Account information stored in the**

computers of Bank through any other means. You acknowledge, represent and warrant that the password as set, provides access to the Account and that You are the sole and exclusive owner and the only authorized user of the password and accepts sole responsibility for use, confidentiality and protection of the password.

All instructions for Internet Banking shall be given, through computer or any other medium/channel enabled by Bank for the purpose, by You in the manner indicated by the Bank.

You are also responsible for the accuracy and authenticity of the instructions provided to Bank and/or Affiliates and the same shall be considered to be sufficient to operate the Internet Banking. Bank shall not be required to independently verify the instructions, and the instruction shall remain effective till such time the same is countermanded by further instructions by You.

You are responsible for the correctness of information supplied to Bank for use of the Internet Banking / while using any facility of Internet Banking or through any other means such as electronic mail or written communication. Bank accepts no liability for the consequences arising out of erroneous information supplied by You.

You understand that entering an instruction, direction, order, request with the Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order or request. The Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by You until it confirms the receipt of such instruction, direction, order, request.

#### **Accuracy of Information:**

If You notice an error in the information supplied to the Bank either in the application form or any other communication, You shall immediately advise the Bank which will endeavor to correct the error wherever possible on a "reasonable efforts" basis.

Section 3 of Information Technology Act, 2000 prescribes the procedure for authentication of electronic records, which states that a subscriber may authenticate an electronic record by affixing his electronic signature and Section 5 provides legal recognition to electronic signature for authentication of electronic records. However the Bank has adopted the mode of authentication by means of verification of the USER-ID/Login ID and/or through verification of Password, or through any other mode of verification as may be stipulated at the discretion of the Bank, which are not recognized under Information Technology Act, 2000 for authentication of electronic records. Therefore, You are solely responsible to maintain the secrecy and confidentiality of the Password/PIN without any liability on the Bank in this regard.

You would have to ensure that the equipment used for availing of Internet Banking meets the criteria as may be specified by the Bank from time to time.

All costs incurred by You including telecommunication costs to use the Internet Banking would be borne by You.

#### **Further Terms and Conditions that You agree with the Bank:**

You expressly agree that use of the Website is at Your sole risk. The Website is provided on an "as is" and "as available" basis. Bank shall not be liable for any loss that You may suffer by relying on or acting on any Bank's information, which is not current on the Website.

Any request for any service/facility, which is offered as a part of Internet Banking, shall be binding on You as and when the Bank receives such a request. If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation on Your part, Bank

shall not be required to act on the request until it receives such documentation from You.

In the event, You give an instruction to the Bank to debit Your Account for payment of an amount from the Account, the instruction shall be executed on a real time basis unless otherwise specified otherwise by the Bank to You. Hence, You shall not be able to give any instruction to the Bank to stop the payment from the Account and the amount debited from the Account shall not be reversed back to the Account.

In case of any request for a service relating to any foreign currency transaction made by You, the exchange rates quoted by the Bank shall only be provisional and shall be subject to future variations in the exchange rate. The rate at which the transaction is given effect to would be the effective rate for all intents and purposes.

You grant express authority to the Bank for carrying out transactions and instructions authenticated by such password as may be assigned to You or chosen by You. You unconditionally undertake to have Internet Banking password of such number of letters/digits as may be notified by the Bank from time to time and ensure that the same is kept confidential; and to not let any unauthorised person have access to the internet while You is accessing the Internet Banking.

If You forget the Internet Banking password or the Internet Banking Password gets locked after the 3 number of incorrect attempts, SMS for the same will get on registered Monbile number and it will get automatically activated after 2 hours of period. .

You will request and can change your password from the Internet site, using the CHAGNE PASSWORD option on immediate basis. In case you do not remember the password then you can also opt Forgot Password option available on Home screen of Internet Banking.

You agree and acknowledge that the Bank shall in no way be held responsible or liable if You incur any loss as a result of information being disclosed by the Bank regarding his Account(s) or carrying out Your instruction pursuant to the access of the Internet Banking. You shall fully indemnify and hold harmless the Bank and the Affiliates in respect of the same.

You shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. You agree and acknowledge that any loss, damage, liability caused or suffered by You due to disclosure of all information of confidential nature shall be borne by You without transferring any liability or responsibility towards the Bank. You shall comply with such guidelines, instructions or terms as the Bank may prescribe from time to time with respect to the password.

**Accounts operated Jointly (*also applicable to CC accounts*):**

In case of Accounts which are operated other than mode of operation Self i.e. jointly or under explicit instructions mandated by all account holders, transactions through Internet Banking, shall be available if the mode of operation is as indicated and agreed by all holders through a mandate. If You are desirous of using the Internet Banking, You should either be the account holder or sole signatory or authorised to act in case of a joint account.

For such accounts, one USER-ID/Login-ID and password for Internet Banking will be issued to primary account holder of the joint account when requested. The other account holders shall expressly agree with the arrangement and give their consent on the application form or this agreement for use of Internet Banking. The Username, Access passwords will be in the custody of the singular person

authorised by other account holders. The OTP will be received on the Mobile Number of this authorised person & submitted to Bank as registered Mobile Number.

In case of such accounts operated by more than one person, Bank shall act on the instruction received by the authorised person. Any subsequent instruction from other holders shall be neglected. All correspondence will be addressed to the authorised person only. All transactions arising from the use of Internet Banking in the joint account shall be binding on all the joint account holders, jointly and severally. This mandate/agreement is to be signed by all joint account holders and submitted before Internet Banking service is initialized.

In case of Society or trust accounts changes in the authorised signatory should be informed well in time to the home branch in writing. Failing which any transactions carried out by the old signatory is binding on the trust or society. Bank will not be held responsible for any fraudulent transactions.

#### **Charges:**

**Bank reserves the right to charge and recover from You, service charge for providing the Internet Banking.**

You hereby authorize the Bank to recover the service charge by debiting one of Your Accounts or by sending a bill to You, which shall be paid within the specified period. Failure to do so shall result in recovery of the service charge by the Bank in a manner as the Bank may deem fit along with such interest, if any, and/or suspension of the facility of Internet Banking without any liability to the Bank.

#### **Maintenance of Sufficient Balance:**

You shall ensure that there are sufficient funds (or prearranged credit facilities) in any Account for transactions through the Internet Banking, and the Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that Bank shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to You and You shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related to costs and charges at the rates as may be determined by the Bank.

Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation Bank may levy service charges for use of Internet Banking, which will be notified by the Bank to You from time to time. Any change in such service charges will also be notified. You authorize the Bank to recover all charges related to Internet Banking as determined by the Bank from time to time by debiting one of the Accounts.

Bank may withdraw the provision of Internet Banking, wholly or partly, if at any time the amount of deposit falls short of the required minimum as aforesaid and / or if the service charges remain unpaid, without giving any further notice to You and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

#### **Funds Transfer Through Internet Banking:**

**Funds Transfer to Other accounts:** You accept that You will be responsible for keying in the correct account number for the fund transfer request. In no case, the Bank will be held liable for any erroneous transactions incurred arising out of or relating to Your entering wrong account numbers. Further, the Bank shall not be held liable if the payment options get locked after a number of consecutive attempts, as may be intimated by the Bank from time to time, in which case You may request for enabling the option through Bank's customer service numbers notified to You.

Bank shall not be liable for any omission to make all or any of the payments or for late payments due to

circumstances beyond its reasonable control including non-confirmation of Payee Registration.

If funds transfer is made available to You, it may be used for transfer of funds from Account to other accounts belonging to third parties maintained at the Bank. In the event such transfer of funds is from the Account to accounts belonging to third parties maintained, which falls under the network of Reserve Bank of India's Electronic Fund Transfer system, then the same shall be governed by the terms and conditions applicable to Electronic Funds Transfer of the Reserve Bank of India (RBI) as provided on the Website or on the RBI Website.

#### **Received Funds Facility:**

If the mode of operation is self, then fund transfer option is made available automatically but for mode of operation other than self, You shall furnish to the Bank an Mandate form prescribed by Bank.

#### **Honoring Payment Instructions:**

Bank shall incur no liability, if it is unable to effect any Payment Instruction on the Payment Date because of the existence of any one or more of the following circumstances:

If the Debit Account does not contain sufficient funds to process the Payment Instruction or the amount exceeds the overdraft limit, if any, granted to the Payer.

If the funds available in the Debit Account are under any encumbrance or charge.

The name of Payer and/or details required for effecting the payment is not correctly provided by You. Due to refusal of the Payer's Bank to honour the payment for any reason whatsoever.

Due to circumstances beyond its reasonable control.

If an amount in excess of the amount as indicated in the Payment Instructions is debited from the Debit Account, Bank shall be responsible for reimbursing to the Payer to the extent of the amount so wrongly debited. Bank shall also have the right to debit from Your Account the amount of money so wrongly paid.

Bank shall have the right to refuse to comply with the Payment Instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction, and have the right to suspend the operations of the Received Funds Facility if it has reason to believe that the Payment instructions will lead or expose to direct or indirect loss or may require an indemnity from You before continuing to operate Received Funds Facility.

**Cancelling or modifying Payment Instructions:** You shall be entitled to cancel or modify the Payment Instructions in the manner provided by the Bank before the Last date for edit unless otherwise required by the Bank. The Bank shall not be held liable if it is unable to stop or prevent the implementation of the Payment Instructions. The Bank shall at its discretion, with prior intimation to You, charge You for cancellation or modification of the Payment Instructions.

#### **Rights of Bank in relation to Internet Banking:**

You irrevocably and unconditionally authorize the Bank to access all Your Account(s) for effecting Banking or other transactions performed by You through the Internet Banking. Your instructions shall be effected only when such instruction is in accordance with the prescribed procedure.

Bank shall have no obligation to verify the authenticity of any transaction / instruction received or purported to have been received from You through Internet Banking or purporting to have been sent by You other than by means of verification of the Internet Banking USER-ID/Login ID and the Password.

The read-out, the faxed /email output or the printed output, if any, that is received by You at the time of operation of Internet Banking is a record of the operation of the computer by You and shall be accepted as conclusive and binding for all purpose.

**All the records of the Bank generated by the transactions arising out of the use of the Internet Banking, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction.**

**While Bank and the Affiliates shall endeavor to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law. All the transactions arising through the use of the Internet Banking to operate a joint account shall be binding on all the joint account holders, jointly and severally. The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of an instruction, which is subsequently countermanded. Where the Bank considers the instructions to be inconsistent or contradictory it may seek clarification from You before acting on any instruction from You or act upon any such instruction as it deems fit.**

**The Bank may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the Internet Banking, if it has reason to believe that the Your instructions will lead or expose to direct or indirect loss or may require an indemnity from You before continuing to operate the Internet Banking.**

**Bank would deem that any instruction, order, direction, request entered by You using the password shall be deemed to be an instruction, order, directive, request received from You. All instructions, requests, directives, orders, directions, entered by You, either electronically or otherwise, are based upon the Your decisions and You are solely responsible.**

**Your liability and Bank's liability:**

**Neither Bank nor the Affiliates shall be liable for any unauthorized transactions occurring through the Internet Banking.**

**You agree to hereby fully indemnify and hold Bank and the Affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.**

**The Bank shall under no circumstance be held liable to You if the Internet Banking is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of the Bank.**

**Under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by You or by any other person.**

**Illegal or improper use of the Internet Banking shall render You liable for payment of financial charges as decided by the Bank or will result in suspension of the operations through the Internet Banking.**

**Bank does not ask for details of Your account, USER-ID/Login-Id, Personal Identification Number (PIN) or Password in any communication. Under no circumstances the Bank shall be responsible for loss caused to You, induced by Your parting with or sharing with or delivering to or revealing by any means to, details of Your account, USER-Id/Login-Id, Personal Identification Number (PIN) or Password any person or entity soliciting such information from You.**

**You hereby agree that under no circumstances, Bank's aggregate liability for claims relating to Internet Banking, whether for breach of in tort (including but not limited to negligence) shall**

be limited to the transaction charges/fees or consideration paid by You within the previous twelve (12) months for Internet Banking, excluding any amount paid towards transactions.

**Disclaimer of Warranties:**

Except as warranted in the Terms, Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Internet Banking.

Bank does not warrant that access to the Website and Internet 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 Internet Banking.

Bank will not be liable for any virus that may enter the Your system as a result of the Your using Internet Banking. Bank does not guarantee to You or any other third party that Internet Banking would be virus free.

**Indemnity:**

In consideration of the Bank providing You the Internet Banking, You shall, at Your own expense, indemnify and hold the Bank, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, indemnified against all losses and expenses on full indemnity basis which the Bank may incur, sustain, suffer or is likely to suffer in connection with the Bank or Affiliates' execution of the Your instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through Internet Banking for any action taken or omitted to be taken by the Bank and /or the Affiliates, its officers, employees or agents, on Your instructions.

You will pay the Bank and /or the Affiliates such amount as may be determined by the Bank and/or the Affiliates to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

Further, You agree, at Your own expense, to indemnify, defend and hold harmless the Bank, its directors and employees, representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against the Bank, its directors and employees, representatives, agents, and Affiliates by a third party, to the extent that such claim, suit, action or other proceeding brought against the Bank, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with the use of Internet Banking with reference to: a violation of the Terms contained herein by You; and/or any deletions, additions, insertions or alterations to, or any unauthorized use of, Internet Banking by the You; and/or any misrepresentation or breach of representation or warranty made by You contained herein; and/or any breach of any covenant or obligation to be performed by You hereunder.

You agree to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

**Disclosure of Information:**

You agree that the Bank and/or Affiliates or their contractors may hold and process Your Personal Information and all other information concerning Your Account(s) on computer or otherwise in connection with the Internet Banking as well as for analysis, credit scoring and marketing.

You also agree 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 participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognized credit scoring agencies, or for fraud prevention purposes.

#### **Change of Terms:**

The Bank shall have the absolute discretion to amend or supplement any of the Terms and/or terms and conditions stipulated by the Bank and/or its Affiliates pertaining to the Accounts and/or to any services/facilities offered by the Bank and/or its Affiliates at any time and shall give prior notice of one month (except for change in interest rates) by hosting the same on the Website or in any other manner as decided by the Bank.

The Customer shall be responsible for regularly reviewing these Terms and the terms and conditions stipulated by the Bank and/or its Affiliates including amendments thereto as may be posted on the Website. Such amended Terms and terms and conditions stipulated by the Bank and/or its Affiliates will thereupon apply to and be binding on You at the expiry of one month from the date of notice.

If in Your opinion, the changes are to Your disadvantage, You may opt to close the Account and/or discontinue with the Internet Banking, without paying any extra charges or interest, at any time upto two months from the date of the notice by intimating the Bank of the same.

By using any new services as may be introduced by the Bank, You shall be deemed to have accepted the changed Terms and terms and conditions stipulated by BANK and/or its Affiliates.

#### **Non-Transferability:**

The grant of Internet Banking to a You is not transferable under any circumstance and shall be used only by You.

#### **Termination of Internet Banking:**

You may request for termination of the Internet Banking any time by giving a written notice of at least 15 days to home branch manager. The termination shall take effect on the completion of the fifteenth day. You will remain responsible for any transactions made through the Internet Banking until the time of such termination.

The Bank may withdraw or terminate the Internet Banking anytime either entirely or with reference to a specific service or in case of breach of Terms by You without a prior notice; or if it learns of Your death, Bankruptcy or lack of legal capacity.

#### **Notices:**

Notices under these Terms may be given by the Bank and by You in writing by delivering them by hand or by sending them by post to the last address given by You and in the case of Bank to its corporate office address as set out herein above.

In addition, the Bank may also publish notices of general nature, which are applicable to Internet Banking users like You in a newspaper or on its web site located at [www.tbsbl.com](http://www.tbsbl.com) Such notices will have the same effect as a notice served individually on You. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

#### **Governing Law and Jurisdiction of Courts:**

These Terms and/or the operations in Your Accounts shall be governed by the laws of India.

You hereby agree that any legal action or proceedings arising out of the Terms for Internet Banking shall be brought in the courts or tribunals at Mumbai. Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms for Internet Banking in any other court, tribunal or other appropriate forum and You hereby consent to that jurisdiction.

Any provision of the Terms for Internet Banking which 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 the Terms or affect such provision in any other jurisdiction.

**Applicability To Future Accounts:**

You agree that if You open further Accounts with/subscribes to any of the products/services of the Bank or any of the Affiliates, and the Bank extends the Internet Banking to such Accounts or products or services and You opt for use thereof, then the terms shall automatically apply to such further use of the Internet Banking by You.

**General:**

The clause headings herein are for convenience only and do not affect the meaning of the relative clause. Bank may sub-contract and employ agents to carry out any of its obligations under this contract.

**Availability:**

Internet Banking service would be available to You anywhere with network area only, and during timings for online transactions and also after branch working hours i.e. in offline mode as well as on Holidays as per RBI rules.

**Tele record:**

As a tool to correct misunderstandings, You understand, agree and authorize the Bank, that the Bank at its discretion, and without further prior notice to the You, may monitor and record any or all telephone conversations or electronic communications between You and the Bank and any of its employees or agents.

**Right of set-off and 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/scrips held in the 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 Internet Banking extended to and/ or used by You.

**Proprietary Rights:**

The Bank shall make reasonable efforts to advise from time to time the Internet software such as browsers, which are required for availing of Internet Banking.

There will be no obligation on the Bank to support all or any versions of the Internet software as may be required for offering Internet Banking. You acknowledge that the software underlying the Internet

**Banking as well as other Internet related software which are required for accessing Internet Banking are the legal property of the respective vendors. The permission given by the Bank to access Internet Banking will not convey any proprietary or ownership rights in such software. You shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking or create any derivative product based on the software.**

**Communications through Electronic means:**

**Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website. The Bank would be deemed to have fulfilled its legal obligation to deliver to You any document if such document is sent via electronic means. Failure to advise the Bank of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.**

**Account Rules:**

**All the rules applicable to opening, operation and closing of any account with the Bank shall mutatis mutandis apply to the Accounts under this agreement.**