

CSB CorpNet - TERMS AND CONDITIONS

The words I/We, Me/Us, My/Our, Customer refers to the person(s) who open the account(s) and shall mean and include both singular and plural.

I agree to abide by the Bank's Terms and Conditions and rules in force and the changes in Terms and Conditions from time to time relating to my account.

I agree that the opening and maintenance of the account is subject to rules and regulations introduced or amended from time to time by Reserve Bank of India.

I agree that the Bank can, at its sole discretion, withdraw any of the services/facilities given in my account either wholly or partially at any time without giving me any notice.

I agree that any change in my account status or change of address will be immediately informed to the Bank.

I agree to preserve my cheque book / ATM/Debit card/related PINs/Login user-ids/passwords etc. carefully. In case of loss/theft of the same I shall immediately inform the Bank in writing

I agree that I shall be liable to pay all charges, fees, interest, costs wherever applicable, which the Bank in its absolute discretion may levy with respect to my account or any transaction and the same may be recovered by the Bank by a debit to my account.

I agree that the Bank will send me communications/letters/cheque books/etc. through courier / messenger/mail or through any other mode at its discretion and the Bank shall not be liable for any loss or delay arising there from.

I agree that the Cheque Books, CorpNet /Retail Internet Banking PINs, Debit / ATM Cards & Pins will be dispatched by courier (or any other mode at the Bank's discretion) at my risk and consequence. I shall not hold the Bank liable in any manner what so ever in respect of such dispatch of these items.

I agree and undertake to ensure that there would be sufficient funds/cleared balance/pre-arranged credit facilities in my account for effecting transactions. I agree that the Bank shall not be liable for any consequences arising out of non-compliance by the Bank of my instructions due to inadequacy of funds and the Bank can at its sole discretion decide to carry out the instructions notwithstanding the inadequacy of funds. The Bank may do the aforesaid without prior approval from or notice to me and I shall be liable to repay the resulting advance, overdraft or credit thereby created with interest at monthly rests.

I agree that the Bank shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non-availability of any of services/facility/s due to technical fault/error or any failure in communication network /other networks.

I agree that the Bank may disclose customer information, in strict confidence, to any of its agent/s and/or contractors with whom the Bank enters or has entered into any arrangement in connection with providing of services.

Definitions: In this document the following words and phrases shall have the meaning as set below unless otherwise specified other context indicate otherwise.

Interpretations:

CSB Bank, refers to Scheduled Indian Private Sector bank with its headquarters at Thrissur, Kerala, India, carrying on Banking business with its Head Office at CSB Bhavan, P.Box No 502, St.Mary's College Road, Thrissur 680020

The words I/We, Me/Us, My/Our, Customer refers to the person(s) who hold accounts(s) and shall mean and include both singular and plural and any gender include the other gender.

Reference to any person include natural person, body corporate, Government/semi-government, quasi-government, a partnership, trust or any other entity or organization, or any other body whatsoever and reference to a party means party to this agreement and includes that party's successors, legal/personal representatives and permitted assignees.

CSB CorpNet Terms and Conditions shall mean the terms and conditions apply to Corporate Net Banking offered by CSB Bank and as modified from time to time.

Confidential Information refers to information obtained by the customer, through the Bank, for effective use of payment instrument services or internet banking services.

Payment Instructions shall mean an instruction given by a customer to transfer funds among his/her own Accounts and from his/her account to third party account within the branch or across the branches of the Bank or across the banks through any means of communications including voice/video/text based, via, e-mail, telephone, SMS , internet.

INTERNET refers to the shared global computing network. A network based on standards including Internet protocol (IP), Simple Mail Transfer Protocol (SMTP) and the Domain Name System (DNS), which enables communications between all connected computing devices computers / mobile phones / Other electronic devices which share and exchange information. The internet provides the platform for web services and the worldwide web accessing the internet without regard to geographic location.

NETBANKING SERVICES is the Bank's Service which provides access to account information, products and other services as advised by the Bank from time to time to the Customers through the Internet. The terms CorpNet and CSB Internet banking services/facility may be interchangeably used.

CUSTOMER refers to any person who has a Bank Account and who has been authorized by the bank to avail such facility.

ACCOUNT refers to the customer's savings and/or current account and/or fixed deposit account or any other type of account so designated by the branch to be eligible for CSB CorpNet

PERSONAL INFORMATION refers to the information about the Customer obtained in connection with CSB CorpNet

APPLICATION FOR CSB CorpNet: The Bank may offer CSB CorpNet to selected Customers at its discretion. I/We agree that in order to be eligible for CSB CorpNet I/We would need to be a current Internet user or have access to the Internet and knowledge of how the Internet works. I accept that the application for CSB CorpNet does not automatically imply acceptance by the bank.

SOFTWARE

The Bank will advise from time to time thru bank's web pages the internet software such as browsers, which are required for using CSB CorpNet. There will be no obligation on the Bank to support all the versions of this internet software. I agree that I shall be responsible for upgrading my software, hardware and the operating system at my cost from time to time so as to be compatible with that of the Bank. The Bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and shall be under no obligation to support the software, hardware, operating systems used by me and that the same shall be my sole responsibility.

CSB CorpNet Service: The Bank shall endeavor to provide through CSB CorpNet, such services as the Bank may decide from time to time. The bank reserves the right to decide the type of services which may be offered on each account and may differ from customer to customer. These facilities shall be offered in a phased manner at the discretion of the Bank. The Bank may also make additions / deletions to the services offered through CSB CorpNet at its sole discretion. The availability / non-availability of a particular service will be placed in Bank's web site.

The Bank shall take reasonable care to ensure the security of and prevent unauthorized access to the CSB CorpNet service using technology reasonably available to the Bank.

I agree that I shall not use or permit to use CSB CorpNet or any related service for any illegal or improper purposes.

All the information pertaining to accounts of the CSB CorpNet is obtained by the Bank from sources believed by the Bank to be accurate and reliable. Because of the possibility of human and technical error as well as other factors, Bank is not responsible for any errors or omissions. The development of the products and services of the Bank is a continuous process and published information on the Internet may not be up to date. The formats, update frequency and retention period of the information will be decided at the sole discretion of Bank. It is important to check the current position with your respective branch. All information is provided on 'as is' basis without warranty of any kind. The Bank makes no representation and disclaims all express, implied and statutory warranties of any kind to the user and/or any third party including warranties as to accuracy, timeliness, completeness, merchantability or fitness of the information for any particular purpose. All proprietary rights in the information received shall remain the property of the Bank. Reproduction, redistribution and transmission of any information contained on the web site is strictly prohibited. Access to this web site is a confirmation by you that you have understood and accepted these terms.

I understand that the Bank would allot me a Corporate ID, User ID and two passwords- one for general login and non-financial transactions and the other one for financial transactions to be performed. I will be required to change the password assigned by the Bank on accessing CSB CorpNet for the first time. As a safety measure I shall change the password as frequently thereafter as possible.

I agree that the PIN shall be sent to me by courier at my risk and consequences to the address notified by me for correspondence, and the bank shall not be liable or held responsible in any manner whatsoever, if the PIN falls in the hands of unauthorized person/s.

In addition to Customer-ID and Password the Bank may, at its discretion, require me to adopt such other means of authentication including but not limited to digital certification and / or smart cards.

I agree that I shall not attempt to access the account information stored in the computers of the Bank through any means other than the CSB CorpNet. I also agree that I will not part with user-ids and passwords to any other person/s and any such incident happened beyond my control also, the bank will in no way be responsible for such events and subsequent consequences.

I am aware that the transaction through CSB CorpNet can be effected by use of my PIN only. I shall not request /demand any evidence of proof for transactions undertaken through the net and the audit trail of the log-in would be conclusive proof to establish that these transactions are bonafide.

PASSWORD: I understand and agree that I shall:

1. Keep the Password totally confidential and not reveal the password to any third party;
2. choose a password which shall be a combination of alpha-numeric characters and which does not relate to any readily accessible personal data such as name, address, telephone number, driver license etc. or easily guessable combination of letters and numbers;
3. commit the password to memory and not record them in a written or electronic form;
4. Not let any unauthorized person have access to my computer or leave the computer unattended while accessing CSB CorpNet;

In case I forget the CSB CorpNet password, I can request for change of the password. Such replacement shall not be construed/deemed as the commencement of a new contract.

CHARGES: I authorize the Bank to recover all charges related to CSB CorpNet as determined by the Bank from time to time by debiting my account.

MAILING ADDRESS: All correspondence / delivery by the Bank shall only be made at the address and / or e-mail address as registered with the Bank.

TRANSACTION PROCESSING: All the requests for instantaneous transactions will be given effect to instantaneously. All the non-financial requests such as cheque book request etc., will be carried out within two days on first in first out basis. In case requests for effecting any transactions are received on weekly offs/holidays/public holidays, they shall be effected immediately on the succeeding working day with a value date of holiday/public holiday/weekly offs on the terms and conditions prevailing on that day.

I shall not hold the Bank responsible for not processing/effecting any transactions in case the Bank does not receive instruction to this effect even though I have forwarded the same.

I hereby agree to abide by the following terms and conditions in addition to the terms and conditions as applicable to CSB CorpNet.

I/We shall be free to utilise the Payment Instruction Services through CSB CorpNet for transfer of funds for such purpose, as I/we shall deem fit.

I/We however agree not to use or permit the use of the Payment Instruction Services or any related services for any illegal or improper purposes and in the event of use of such service(s) for any illegal or improper purpose(s), I/We shall be solely responsible.

I/We shall provide the Bank with such information and/or assistance as is required by the Bank for the performance of the Services and/or any other obligations of the Bank under this Agreement.

I/We shall not at any time provide to any person, with any details of the accounts held by me/us with the Bank including, the passwords, account number, card numbers and PIN which may be assigned to me/us by the Bank from time to time.

Funds Transfer: All the Fund Transfers will be effected instantaneously in the account after invoking Instant Funds Transfer. All the Scheduled Funds Transfer will be carried out on the scheduled dates subject to availability of clear balance in the account. In case Funds Transfers scheduled for effecting any transactions are received on weekly off / holiday / public holidays, they shall be effected on the immediately succeeding working day. I/We shall not be held the Bank responsible for not processing/effecting any transactions in case the Bank does not receive instruction to this effect even though the I/We have forwarded the same.

Any funds transfer request originated by me/us performed over internet banking service is at my/our sole responsibility and the bank cannot be made a party to the legal complications that may arise in future.

I/we accept that I /we will be responsible for keying in the correct account number for the fund transfer request. In no case, CSB Bank will be held liable for any erroneous transactions incurred arising out of or relating to my/our entering wrong account numbers.

I/We shall not use or attempt to use CSB CorpNet for funds transfer without sufficient funds in my account or without a pre-existing arrangement with the Bank by way of Cash Credit/overdraft. The Bank will endeavor to effect such funds transfer transactions received through CSB CorpNet provided there are sufficient funds available in my/our account. The Bank shall not be liable for any omission to make funds transfer (s) due to circumstances beyond the reasonable control of the Bank.

Stop payment: The stop payment instructions can be accepted on line through internet banking. I/we shall ensure success of stop payment by personally visiting the branch or by fax to avoid payment of the Cheque by bank.

Bill Payments: I/We shall maintain sufficient balance in my/our account for payment of bills on the scheduled date. The Bank shall not be liable for non-payment due to insufficient balance or circumstances beyond the reasonable control of the Bank, including technical problems of connectivity, computer breakdown, non-availability of communication links, etc. The Bank shall in no way be responsible for the non-payment of the my/our bills within the time stipulated and I/we alone shall be bound to pay or discharge interest, penalty or any such charges. Further, the Bank shall not be called upon to

indemnify me/us. All disputes such as excess billing, disconnection of service or facility, wrong credit or debit, shall be resolved by me/us only, and the Bank shall in no way be responsible for the same.

Risks: I/We hereby acknowledge that I/We are availing the Payment Instruction Service at my/our own risk. These risks would include but not be limited to the following risks:

Misuse of Password: I/We acknowledge that if any third person obtains access to my/our password of the Customer, such third person would be able to provide Payment Instructions to the Bank. I/We shall ensure that the terms and conditions applicable to the use of the password as contained in the CSB CorpNet Terms and Conditions are complied with at all times.

Internet Frauds: The Internet per se is susceptible to a number of frauds, misuse, hacking and other actions which could affect Payment Instructions to the Bank. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions which could affect Payment Instructions to the Bank.

Mistakes and Errors: I/We shall take all care to ensure that there are no mistakes and errors and that the information given by me/us to the Bank in case of any requests is error free, accurate, proper and complete at all points of time. I agree that the Bank is providing the Services at my sole risk. I agree that the Bank shall not be liable for any loss, damages or consequences whatsoever arising due to any erroneous or incomplete information or any delay in executing the instructions for reasons beyond the control of the Bank. On the other hand in the event of my Account receiving an incorrect credit by reason of a mistake committed by some other person, the Bank shall be entitled to reverse the incorrect credit at any time whatsoever without my consent. I/We shall be liable and responsible to Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain obtained by me as a result of the same.

Transactions: The transaction(s) for transfer of funds as per my/our instruction may not fructify or may not be completed for any reason whatsoever, in such cases, I/We shall not hold the Bank responsible or involve in any manner in the said transaction(s) and contracts and my/our sole recourse in this regard shall be with the party to whom the transaction my/our instruction was favoring the transfer of funds. The Bank is merely providing me/us the services whereby the said funds would be transferred at my /our instructions.

Technology Risks: The technology for enabling the transfer of funds and the other services offered by the Bank could be affected by virus or other malicious, destructive or corrupting code, program or macros. It may also be possible that 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 in the processing of instructions or failure in the processing of instructions and other such failures and inabilities. I/We understand that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability by the Bank to honor any customer instruction for whatsoever reason.

I/We understand and I/We accept that the Bank shall not be responsible for any of the aforesaid risks. I/We also accept that the Bank shall disclaim all liability in respect of the said risks.

Limits: Bank may impose transaction restrictions within particular periods or amount restrictions within a particular period or even each transaction limits. I/We shall be bound by such limits imposed and shall strictly comply with them.

Indemnity: I/We shall indemnify the Bank from and against all losses and damages that may be caused as a consequence of breach of any of the CSB CorpNet Terms and Conditions and the terms and conditions mentioned herein above.

Withdrawal of Facility: The Bank shall be entitled to withdraw any of the services at any time whatsoever without any prior notice/information, at its sole discretion.

Charges: I/We hereby agree to bear the charges as may be stipulated by the Bank from time to time for availing the services.

Binding nature of above terms and conditions: I/We agree that by use of this facility, I/We shall be deemed to have agreed to all the above terms and conditions and such terms and conditions shall be binding on us in the same manner as if I/we have agreed to the same in writing.

AUTHORITY TO THE BANK

CSB CorpNet transactions in the Customer's Account(s) are permitted only after authentication of the Corporate ID, User ID and Password. I also understand that CSB Bank provides OTP authentication via SMS or via Mobile token based on my request. I also understand that CSB Bank mandates OTP at all required instances decided by the bank.

I/We agree that I/We grant express authority to the Bank for carrying out the banking transactions performed by me/us through CSB CorpNet. The Bank shall have no obligation to verify the authenticity of any transaction received from me/us through CSB CorpNet or purporting to have been sent by me/us via CSB CorpNet other than by means of verification of my customer-id and password.

The display or printed output that is produced by me at the time of operation of CSB CorpNet 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 record of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless any discrepancy is pointed out within one week from the date of access or from the date of sending the statement, whichever is earlier.

All transactions arising from the use of CSB CorpNet, to operate a corporate account, shall be binding on the users participating _____ in the transaction (Maker and Approver)

ACCURACY OF INFORMATION

I/We agree that I/We are responsible for the correctness of information supplied to the Bank through the use of CSB CorpNet or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequences arising out of erroneous information supplied by me/us.

I/We agree that if I/We notice any error in the account information supplied to me/us through CSB CorpNet or by the use of any of the CSB CorpNet services, I/We shall advise the Bank as soon as possible. The Bank will endeavor to correct the error promptly and adjust any interest or charges arising out of the error.

I/We also agree that any change in the user profile, addition, deletion, etc. will be immediately notified to the bank. I/We agree to indemnify the bank against any unauthorised access to the account due to us not informing the bank regarding change in personnel.

All outputs of statements are duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from a computerized back up system maintained by the Bank. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error. I/We agree that I/We shall hold the bank harmless against any loss, damages, etc. that may be incurred/ suffered by me/us, if the information contained in the above said outputs turns out to be inaccurate / incorrect.

LIABILITY

If I/We comply with the terms and advise the Bank in writing under acknowledgment immediately after I/We suspect that my/our Corporate ID, User ID or password is known to another person and/or notice an unauthorized transaction in my/our CSB CorpNet account, I/We shall not be liable for losses arising out of the unauthorized transactions occurring in the CSB CorpNet accounts after the receipt of such advice by the Bank. I/We agree that I/We shall be liable for some or all loss from unauthorized transactions in the CSB CorpNet accounts if I/We have breached the Terms or contributed or caused the loss by negligent actions such as the following:

- Keeping a written or electronic record of CSB CorpNet password;
- Disclosing or failing to take all reasonable steps to prevent disclosure of the CSB CorpNet password to anyone including Bank staff and/or failing to advise the Bank of such disclosure within reasonable time;

- Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in the CSB CorpNet accounts.

The Bank shall in no circumstances be held liable to the Customer if CSB CorpNet 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 under no circumstances 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 me or any other person.

DISCLOSURE OF PERSONAL INFORMATION:

I/We agree that the Bank or its contractors may hold and process my/our Personal Information on computer or otherwise in connection with CSB CorpNet services as well as for statistical analysis and credit scoring. I/We also agree that the Bank may disclose, in strict confidence, to other third party/ institutions etc, such Personal Information as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

- For participation in any telecommunication or electronic clearing network;
- In compliance with a legal directive;
- For credit rating by recognized credit rating 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 my/our accounts, to the extent of all outstanding dues, whatsoever, arising as a result of the CSB CorpNet service extended to and/or used by me/us

PROPRIETARY RIGHTS

I/We acknowledge that the software underlying the CSB CorpNet service as well as other Internet related software which are required for accessing CSB CorpNet are the legal property of the respective vendors. The permission given by the Bank to access CSB CorpNet will not convey any proprietary or ownership rights in the above software. I/We agree that I/We shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying CSB CorpNet or create any derivative product based on the software.

NON-TRANSFERABILITY

The grant of facility of CSB CorpNet to me/us is not transferable under any circumstances and shall be used only by me/us.

TERMINATION OF CSB CorpNet SERVICE: I/We may request for termination of the CSB CorpNet facility any time by giving a written notice of at least 15 days to the Bank. I/We agree that I/We will remain responsible for any transactions made on my/our CSB CorpNet account(s) through CSB CorpNet prior to the time of such cancellation of the CSB CorpNet Service.

The closure of all my/our Accounts will automatically terminate the CSB CorpNet service.

The Bank may suspend or terminate CSB CorpNet facilities without prior notice if the terms and conditions set out are breached.

NOTICES

The Bank or I/We may give notices under these Terms and Conditions: Electronically to the mailbox of either party.

In addition, the Bank may also publish notices of general nature, which are applicable to all customers of CSB CorpNet on its web site. Such notices will have the same effect as a notice served individually to me/us.

GOVERNING LAW

These terms and conditions and/or the operations in the accounts of the Customer maintained by the Bank and/or the use of the services provided through CSB CorpNet shall be governed by the laws of the Republic of India and no other nation. The Customer and the Bank agree to submit to the exclusive Jurisdiction of the Courts located in Thrissur, India as regards any claims or matters arising under these terms and conditions.

The Banks 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 CSB CorpNetService can be accessed through Internet by a Customer 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 CSB CorpNet accounts of the Customer and/or the use of CSB CorpNet

GENERAL

The clause headings in this agreement are only for convenience and do not effect the meaning of the relative clause. I/We shall not assign this agreement to anybody else. The Bank may subcontract and employ agents to carry out any of its obligations under this contract.