

Terms and Condition

1. Registration: If you wish to apply for Net/Mobile Banking Services of CSB Bank, kindly read the Terms and Conditions herein. The Net/Mobile Banking Services will be extended only to the customer who is agreeing for the Terms and Conditions mentioned herein.

a. Definitions: In this document the following words and phrases have the meaning set against them unless the context indicates otherwise:

b. Bank refers to CSB Bank Limited, a banking company incorporated in India and having its Registered Office at 'CSB Bhavan', P.B. No. 502, St. Mary's College Road, Thrissur - 680 020, Kerala, India, including any branch/office thereof. The term includes the successors and assigns of CSB Bank Limited.

CSB Bank Internet/Mobile Banking is the Bank's Alternate Channel Services, offering the following facilities to the User: Fund Transfer between accounts Balance enquiry, IMPS, statement of account, and request for issue of cheque book, view personal account information and other facilities as the Bank may decide to provide from time to time.

c. User/Customer refers to any person/entity who has an account with the Bank and who has been authorized by the Bank to avail of CSB Bank Internet/Mobile Banking Services

d. Account refers to the User's Savings and/or Current Account and/or Fixed Deposit and/or Cash Credit Account and/or Depository Account and/or any other type of account so designated by the Bank to be covered under CSB Bank Internet/Mobile Banking facility.

e. Terms refer to terms and conditions for use of CSB Bank Internet/Mobile Banking as detailed in this document.

f. Mobile Phone number shall mean the Mobile number that has been used by the customer to register for the Internet/Mobile Banking facility.

g. Application shall mean the Bank's Internet/Mobile Banking application which will be used by the customer to access Internet/Mobile Banking services

h. Password shall mean the Login & Transaction passwords in case of Internet Banking and MPIN in case of Mobile banking for using the respective channel Services

i. NBS shall mean Internet banking services and **MBS** shall mean Mobile banking services for the sake of brevity

2. Applicability of terms: These terms form the contract between the User and the Bank. By applying for CSB Bank NBS/MBS and accessing the service, the User acknowledges and accepts these terms. These terms will be in addition and not in derogation of the terms and conditions relating to any account of the User and/or the respective product or the service provided by the Bank unless otherwise specifically stated. NBS/MBS of the Bank shall be governed by such terms and conditions as amended by the Bank from time to time.

By availing NBS/MBS, the customer thereby

i. Confirms and undertakes having read and understood the Terms and Conditions for the usage and Charges applicable (if any) for the Net/Mobile Banking Service

- ii. Agrees on his/her own behalf, or as the mandate holder on behalf of the joint account holders, and will adhere to all the terms /conditions of opening/applying/availing/maintaining/operating (as applicable) for usage of the Net/Mobile Banking service of CSB Bank Limited as may be in force from time to time.
- iii. Further authorizes CSB Bank Limited to debit his/her Account(s) towards any Charges for Net/Mobile Banking Service.
- iv. Accepts that all the particulars and information to be provided in this module (and all documents referred or provided therewith) is true, correct, complete and up-to-date in all respects and neither the user nor the other joint account holders have withheld any information.
- v. Agrees and undertakes to provide any further information that CSB Bank Limited may require from time to time.
- vi. Authorizes CSB Bank Limited to make references and enquiries, which the bank considers necessary in respect of or in relation to information in this application/further applications.
- vii. Agrees and authorizes CSB Bank Limited to exchange, share or part with all the information, data or documents relating to his/her application to other Banks/Financial Institutions/Credit Bureaus/Agencies/Statutory Bodies/such other persons as CSB Bank Limited may deem necessary or appropriate as may be required for use or processing of the said information/data by such persons or furnishing of the processed information/data/products thereof to other Banks/Financial Institutions/credit providers/users registered with such persons and shall not hold CSB Bank Limited liable for use of this information

Usage of Facility: By accepting the terms and conditions the customer:

- i. Agrees to use the NBS/MBS for financial and non-financial transactions offered by the Bank from time to time.
- ii. Irrevocably authorizes the Bank to debit the Bank Accounts which have been enabled for NBS/MBS for all transactions/services undertaken using Net banking passwords/MPIN.
- iii. Authorizes the Bank to map the account number, mobile phone number for the smooth operation of NBS/MBS offered by Bank and to preserve the mapping record in its own server or server of any other third party and to use such data at its discretion for providing/enhancing further banking/technology products that it may offer.
- iv. Agrees that he/she is aware and accepts that NBS/MBS offered by the Bank will enable him/her to transact using Net banking passwords/MPIN within the limit prescribed by the Bank and will be deemed as Bonafide transaction.
- v. Agrees that the transactions originated using the NBS/mobile phones are non retractable as these are instantaneous/real time.
- vi. Understands and explicitly agrees that Bank has the absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding upon him/her.
- vii. Agrees to use the facility on NBS platform/mobile phone properly and validly registered in his/her name only with the Mobile Service Provider and undertakes to use the Facility only through mobile number which has been used to register for the Facility.

viii. Agrees that CSB Bank limited reserves the right to retain the application forms, and the documents provided therewith, including photographs, and will not return the same to the user.

ix. Agrees that while the Information Technology Act , 2000 prescribes that a subscriber may authenticate an electronic record by affixing his digital signature which has been given legal recognition under the Act, the Bank is authenticating the customer by using Net banking passwords for NBS and Mobile Number, MPIN for MBS or any other method decided at the discretion of the Bank which may not be recognized under the IT Act, 2000 for authentication of electronic records and this is acceptable and binding to the customer and hence the customer is solely responsible for maintenance of the secrecy and confidentiality of the Net banking passwords/MPIN without any liability to the Bank.

x. Agrees that in the case of usage of MBS/NBS and other online account operations facilities in a joint account, all the joint account holders are bound by all the online transactions including opening and closing of deposit accounts carried out by the mandate holder so authorised by them to operate the account and are jointly and severally liable in respect of such transactions. In case of Online Term Deposit Opening in Joint Account, mandate holder can also do premature closure and that amount would be credited back to the source account.

3. a) Application for CSB Bank Internet/Mobile Banking: The Bank may extend CSB Bank Internet/Mobile Banking facility to select customers at its discretion. The User would need to be a current legal Internet/mobile phone user or have access to the Internet/mobile phone connectivity and knowledge of how the Internet/mobile phone works. Upon successfully completing the registration and upon receipt of request and upon successful verification by CSB Phone banking team and subject to the satisfaction of the eligibility criteria notified by the Bank, from time to time as well as on compliance of all process/procedures as laid down by the Bank from time to time, access shall be provided by the Bank at its discretion through CSB Bank Internet/Mobile Banking. The User shall not attempt or permit others to attempt accessing the account information stored in the Bank's computers through any means other than CSB Bank Internet/Mobile Banking. 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 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 of the facility enjoyed.

b) Instructions: All instructions for operating CSB Bank Internet/Mobile Banking facility shall be given to the User in the manner indicated by the Bank. The User is also 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 CSB Bank Internet/Mobile Banking facility. The Bank shall not be required to independently verify the instructions and the instruction once given is effective unless countermanded by further instructions, within a short span of time. The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instructions.

4. Eligibility: Access to register for Channel services (NBS/MBS) will be provided only to individuals having a KYC compliant, operative account with mobile number and email updated properly in CSB's records.

5. Security: The Bank shall take all reasonable care to ensure the security of and prevent unauthorized access to CSB Bank Internet/Mobile Banking service using technology reasonably available to the Bank.

6. Software: The Bank will advise from time to time the Internet/Mobile software such as browsers, which are required for using CSB Bank Internet/Mobile Banking. There will be no obligation on the Bank to support all the versions of these Internet/Mobile software. The User shall upgrade his/her software, hardware and the operating systems at his cost from time to time and the Bank shall be under no obligation to support the software, hardware, operating systems of the User and that the same shall be the sole responsibility of the User. The Bank will not be responsible if Bank's mobile banking application is not compatible with/does not work on the mobile handset of the Customer.

7. User credentials – User ID and Passwords: The User accepts and unconditionally agrees to the following: Upon approval of the user's application, he/she will be allotted a Login ID instantly. Login ID/user ID is common for NBS and MBS. While in case of NBS, the user himself will be able to set login password , transaction password & MPIN in case of NBS & MBS respectively .

That the account holder is aware that CSB does not seek any information relating to the password in any form

That the user shall immediately communicate to bank regarding any change in mobile number and email ID.

In case passwords or any communications sent from the Bank in the registered email ID available in bank records, which the user may not be using right now and the same is not updated in bank records, fails to be received thereby and results in any loss, by misuse of the same, the Bank shall not be liable or responsible for the same.

On accessing CSB Bank channel services, NBS/MBS for the first time, the User shall change the Password assigned by the Bank through the relevant option. The User is at liberty to change the Password as many number of times as possible at his risk and consequences. The User will be solely responsible for maintaining secrecy of the Password, so changed, and the Bank in no way shall be responsible for the misuse of the said Password by any person other than the authorized User.

The Bank does not assume any responsibility in this behalf including against loss incurred by the User as a result of misuse/unauthorized use of User ID/Password.

In case the User forgets the Password, a new Password may be generated by the individual user with active ATM Debit card itself. In case of non-ATM customers, joint/corporate, the same can be obtained from the Bank against a written request or by placing a request for physical copy of passwords. Such replacements shall not be construed/deemed as the commencement of new contract. In such an event the Bank shall provide the new Password within a reasonable period. However, till such time no transactions could be effected.

8. Liabilities of the customer: The User alone shall be liable for any loss from unauthorized transactions in CSB Bank Internet/Mobile Banking accounts if he/she has breached the terms or contributed or caused the loss by negligent actions such as the following:

- i. Keeping a written or electronic record of login credentials – USERID, password & MPIN
- ii. Disclosing or failing to take all reasonable steps to prevent disclosure of CSB Bank Internet/Mobile Banking Password to anyone including any minor, Bank staff and/or failing to advise the Bank of such disclosure within reasonable time.
- iii. Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in CSB Bank Internet/Mobile Banking accounts.

9. Responsibilities and obligations of the customer:

- i. The customer shall access net banking through secured source/download the mobile banking application through the link provided in the bank's corporate website or net banking or any other secured source informed by the bank from time to time. Bank may not be held liable for download/use of other malware(s) available
- ii. **The customer will be responsible for all transactions, including fraudulent/erroneous transactions made through the use of his/her NBS/mobile phone, SIM card and password/MPIN, regardless of whether such transactions (including opening/Closing of eDeposits) are in fact entered into or authorized by him/her. The customer will be responsible for the loss/damage, if any suffered.**
- iii. The Customer shall take all steps possible to ensure that his/her mobile phone/password credentials are not shared with anyone and shall take immediate action to de-register for NBS/MBS as per procedure laid down in case of misuse/theft/loss of the mobile phone or SIM card or compromise of confidential information.
- iv. The Customer will use the services offered under Facility using the passwords in accordance with the procedure as laid down by the Bank from time to time.
- v. The Customer shall keep the passwords confidential and will not disclose these to any other person or will not record them in a way that would compromise the security of the services.
- vi. It will be the responsibility of the Customer to notify the Bank immediately if he/she suspect the misuse of the passwords. He will also immediately initiate the necessary steps to change his passwords.
- vii. If the mobile phone or SIM is lost or passwords compromised, the user must immediately take necessary steps to inform the bank about the loss or theft or mishap and any financial loss arising out of such instance will have to be borne by the customer only.
- viii. **The Customer accepts that any valid transaction originating from NBS/mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by the passwords/OTP/MPIN is duly and legally authorized by the Customer.**
- ix. The Customer shall keep himself/herself updated with regard to any information/modification relating to the services offered under the facility which would be publicized on the websites and at the branches and would be

responsible for the same. User can also contact CSB's phone banking team on all days between 8 AM to 8 PM to know more about products/services provided by the bank

x. The customer also authorizes CSB's Phone banking team to contact him/her and make follow up calls for activating the request placed by the customer basis the information furnished by the customer themselves. In case, if the user does not respond to phone calls made by CSB or if there is a information mismatch noticed, CSB and its phone banking team has the full liberty to close the request raised by the customer.

x. The Customer shall be liable for all loss on breach of the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure to advise the Bank within a reasonable time about any unauthorized access in the account.

xi. The Customer shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the Internet/mobile connection/SIM card/mobile phone through which the facility is availed and the Bank does not accept/acknowledge any responsibility in this regard.

10. Charges: The Bank reserves the right to charge and recover from the User, charges, if any, fixed for providing any service under CSB Bank Internet/Mobile Banking facility. The User hereby authorizes the Bank to recover the service charges by debiting one of the accounts of the User or by sending a bill to the User who will be liable to make the payment within a specified period. Failure to do so shall result in recovery of the service charges by the Bank in a manner deemed fit along with interest, if any, and/or withdrawal of CSB Bank Internet/Mobile Banking facility without any liability to the Bank.

11. Communication from Bank : All correspondence/delivery by the Bank of any instructions or their communication w.r.t request placed by the user, shall only be made at the e-mail address as registered with the Bank. The Bank shall in no way be held responsible for any non-receipt of the same.

12. Fund Transfer: The User shall not use or attempt to use CSB Bank Internet/Mobile Banking for funds transfer without sufficient funds in the relative account or without a pre-existing arrangement with the Bank for the grant of an overdraft. The Bank will endeavor to effect such funds transfer transactions received through CSB Bank Internet/Mobile Banking provided there are sufficient funds available in the User's account. The Bank shall not be liable for any omission to make all or any of the payments or, for late payments due to circumstances beyond the reasonable control of the Bank.

Individual user who registers him/herself for NBS/MBS services will also be provided with all services available in NBS/MBS platforms like that of any other customer who places a request at the branch.

13. Authority to the Bank: CSB Bank Internet/Mobile Banking transactions in the User's Account(s) are permitted only after authentication of the User ID and Password of the User. The User grants express authority to the Bank for carrying out the banking transactions performed by him through CSB Bank Internet/Mobile Banking. The Bank shall have no obligation to verify the authenticity of any transaction received from the User through CSB Bank Internet/Mobile Banking or purporting to have been sent by the User via CSB Bank Internet/Mobile Banking other than by means of verification of the User-ID and the Password. Illegal or improper

use of CSB Bank Internet/Mobile Banking facility shall render the User liable for payment of financial charges as decided by the Bank or will result in the suspension of the operations through CSB Bank Internet/Mobile Banking. The display or printed output that is produced by the User at the time of operation of CSB Bank Internet/Mobile Banking is a record of the operation of the Internet/Mobile phone and shall not be construed as the Bank's record of 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 of his/her/their/its account by the User or from the date of sending the periodical statement to the User, whichever is earlier.

14. Accuracy of Information: The User is responsible for the correctness of information supplied to the Bank through the use of CSB Bank Internet/Mobile Banking or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequence arising out of erroneous information supplied by the User. The User shall at periodic intervals check the correctness of the statement and shall notify the Bank about any discrepancies that may occur.

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 Backup 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. The User shall hold the Bank harmless against any loss, damages, etc. that may be incurred/suffered by the User if the information contained in the above said outputs turns out to be inaccurate/incorrect.

15. Liability of the User: The User alone shall be liable for any loss from unauthorized transactions in CSB Bank Internet Banking accounts if he has breached the terms or contributed or caused the loss by negligent actions such as the following:

Keeping a written or electronic record of CSB Bank Internet/Mobile Banking Password.

Disclosing or failing to take all reasonable steps to prevent disclosure of CSB Bank Internet/Mobile Banking Password to anyone including any minor, 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 CSB Bank Internet/Mobile Banking accounts. The Bank shall in no circumstances be held liable by the User if CSB Bank Internet/Mobile Banking access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters of any kind, legal restraints, faults in the telecommunication network or Internet/Mobile or network failure, power breakdown or UPS breakdown, software or hardware failure and or error or any other reason beyond the reasonable control of the Bank. The Bank shall in no way be liable for any loss or damage that may occur due to hacking of the account by any persons other than the User, which fits in the definitions of a 'Cyber Related Crime' as accepted internationally. The Bank shall under no circumstances 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.

16. Indemnity: The User shall indemnify 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 of arising out of providing CSB Bank Internet/Mobile Banking facility or by reason of the Bank in good faith taking or refusing to take or omitting to take action on any instruction given by the User.

17. Disclosure of Personal Information: The User agrees that the Bank or its contractors may hold and process his Personal Information on computer or otherwise in connection with CSB Bank Internet/Mobile 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 recognized credit rating/scoring agencies.

For fraud prevention purposes.

18. 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 accounts whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of CSB Bank Internet/Mobile Banking service extended to and/or used by the User.

19. Proprietary Rights: The User acknowledges that the software underlying CSB Bank Internet/Mobile Banking service as well as other Internet related software which are required for accessing CSB Bank Internet/Mobile Banking is the legal property of the respective vendors. The permission given by the Bank to access CSB Bank Internet/Mobile Banking will not convey or confer any proprietary or ownership rights in the above software. The User shall in no way try to alter/tamper or experiment with the said programme. Any breach on the part of the User will be dealt under the appropriate law and User shall be liable for damages that may be incurred by the Bank.

The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying CSB Bank Internet/Mobile Banking or create any derivative product based on the software.

20. Change of Terms and conditions: The Bank has the absolute discretion to amend or supplement any of the terms at any time and will endeavor 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 CSB Bank Internet/Mobile 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 CSB Bank Internet/Mobile Banking services shall be available on the Bank site. By using these new services, the User agrees to be bound by the terms and conditions applicable.

21. Non-Transferability: The grant of facility of CSB Bank Internet/Mobile Banking to a User is not transferable under any circumstance and shall be used only by the User.

22. Notices: The Bank and the User may give notices under these Terms and Conditions:

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 communication address given by the User and in the case of the Bank to the address of the Branch which extended the Internet/Mobile facility to the user. In addition, the Bank may also publish notices of general nature, which are applicable to all Users of CSB Bank Internet/Mobile Banking on its web site. Such notices will have the same effect as a notice served individually to each User and or that of a notice published in a newspaper of print media.

23. Governing Law: The 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 CSB Bank Internet/Mobile Banking shall be governed by the appropriate laws of the Republic of India and no other nation. The User and the Bank agree to submit to the exclusive jurisdiction of the Courts which have jurisdiction over the Branch location, as regards any claims or matter arising under these terms and conditions.

Any dispute or difference arising between the User and the Bank shall be settled by mutual consultation/discussion failing which; the same shall be referred to Arbitration. The Arbitration proceedings shall be governed and conducted in accordance with the Indian Arbitration and Conciliation Act, 1998 and that the Arbitration proceedings shall take place in the Branch location.

The Bank accepts no liability whatsoever, direct or indirect, for non-compliance or breach of the laws of any country other than the Republic of India. The mere fact that CSB Bank Internet/Mobile Banking service can be accessed through Internet/Mobile by a User in a country other than India shall not be interpreted to imply that the laws of the said country shall govern these terms and conditions and/or the operations in CSB Bank Internet/Mobile Banking accounts of the User and/or the use of CSB Bank Internet/Mobile Banking. The User of CSB Bank Internet/Mobile Banking facility by a person from any place other than India will not alter the situation and the said User shall be deemed to have submitted himself to the laws of the Republic of India

24. Others:

- i. The Customer shall be required to acquaint himself/herself with the process for using the Facility and that he/she shall be responsible for any error made while using the Facility.
- ii. The Bank reserves the right to decide what services may be offered. Additions/deletions to the services offered under the facility are at its sole discretion.
- iii. The instructions of the Customer shall be effected only after authentication under his/her passwords or through any other mode of verification as may be stipulated at the discretion of the Bank.

- iv. While it shall be the endeavor of the Bank to carry out the instructions received from the Customers promptly, it shall not be responsible for the delay/failure in carrying out the instructions due to any reasons whatsoever including failure of operational system or due to any requirement of law. The Customer expressly authorizes the Bank to access his/her account information required for offering the services under the facility and also to share the information regarding his/her accounts with the service provider/ third party as may be required to provide the services under the Facility.
- v. The transactional details will be recorded by the Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions.
- vi. The Customer hereby authorizes the Bank or its agents to send promotional messages including the products of the Bank, greetings or any other messages the Bank may consider from time to time.
- vii. The Customer understands that the Bank may send rejection or cannot process the request messages for the service request(s) sent by the Customer which could not be executed for any reason.
- viii. The Bank shall make all reasonable efforts to ensure that the customer information is kept confidential but shall not be responsible for any inadvertent divulgence or leakage of confidential Customer information for reasons beyond its control or by action of any third party.
- ix. The Customer expressly authorizes the Bank to carry out all requests/transactions purporting to have been received from his/her mobile phone and authenticated with his/her passwords. In the case of payment facilities like fund transfer, mobile top up, bill payment, etc, the customer shall be deemed to have expressly authorized the Bank to make the payment when a request is received from him/her.
- x. It is the responsibility of the Customer to advise the Bank of any change in his mobile number/email ID or loss/theft of mobile phone or compromise of confidential data by adopting the procedure laid down by the Bank for the purpose.
- xi. The Telecom Service provider of the customer may levy charges for each SMS/dial/GPRS and the Bank is not liable for any dispute that may arise between such telecom service provider and the customer.

25. Termination of CSB Bank Channel facilities, NBS/MBS:

- i. The User may request for termination of CSB Bank Internet/Mobile Banking facility anytime by giving a written notice of at least 15 days to the Bank. The User will remain responsible for any transactions made on his CSB Bank Internet/Mobile Banking account(s) through CSB Bank Internet/Mobile Banking prior to the time of such cancellation of CSB Bank Internet/Mobile Banking facility.
- ii. The Bank may withdraw CSB Bank Internet/Mobile Banking facility anytime provided the User is given reasonable notice under the circumstances
- iii. The closure of all his CSB Bank Internet/Mobile Banking accounts by the User will automatically terminate the facility

iv. The Bank may suspend or terminate CSB Bank Internet/Mobile Banking facilities without prior notice if the User has committed breach of these terms and conditions or the Bank learns of the death, bankruptcy or legal incapacity of the User.

26. Fee structure for the Facility: The Bank reserves the right to charge the Customer a fee for the use of the services provided under the Facility and change the fee structure at its discretion. Display of such charges on Bank's websites would serve as sufficient notice and the same is binding on the customer.

27. General: The clause headings in this agreement are only for convenience and do not effect the meaning of the relative clause. The User 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.

28. Disclaimer: The Bank, when acting in good faith, shall be absolved of any liability in case

- The Bank is unable to receive or execute any of the requests from the Customer or there is loss of information during processing or transmission or any unauthorized access by any other person or breach of confidentiality or due to reasons beyond the control of the Bank.
- There is any kind of loss, direct or indirect, incurred by the Customer or any other person due to any failure or lapse in the facility which are beyond the control of the Bank.
- There is any failure or delay in transmitting of information or there is any error or inaccuracy of information or any other consequence arising from any cause beyond the control of the Bank which may include technology failure, mechanical breakdown, power disruption, etc .
- There is any lapse or failure on the part of the service providers or any third party affecting the said facility and that the Bank makes no warranty as to the quality of the service provided by any such provider. The Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, the Bank's system or the network of any service provider and/or any third party who provides such services as is necessary to provide the Facility.