
**TERMS AND CONDITIONS GOVERNING
CASH MANAGEMENT SERVICES for Corporate Customers**

Following are the terms, conditions and rules ("Terms"), which shall be applicable to all Clients, meeting certain criteria as may be stipulated by DBS Bank India Limited ("DBS"), for availing Cash Management Services ("Cash Management Services") including but not limited to collection services ("Collection Services"), Payment related services ("Payment Services") from DBS.

These Terms shall be read as a stand-alone document or may be read with such other documents / terms as may apply to a particular Current Account ("Account") / Services / situation / circumstance / transaction with a Client. These Terms are supplemental to DBS prevailing account terms applicable to Client's Accounts with DBS and the terms and conditions governing electronic banking and those as may be specified in any document / facility documents etc. as may apply to a particular Account. In the event of any of the Terms being contrary to the terms and conditions as specified in such other document(s) in respect of a particular Account, the provisions of these Terms shall prevail over such terms and conditions. These Terms will be available at the Website of DBS. The Client acknowledges and agrees that DBS may at its sole discretion add to, alter, vary, modify or amend these Terms (including the charges) from time to time and such changes shall be communicated to the Client on the Website, but individual communication shall not be sent to the Client. DBS may publish notices of general nature, which are applicable to the Clients or on DBS Website or on its notice board or in any other mode as may be decided by DBS. Such changes would have the same effect as a notice served individually to each Client. The Client may within a period of thirty (30) days from the date such change of Terms issue a notice to DBS to discontinue availing of services, failing which the Client shall be deemed to have accepted the change from the date on which such changes were notified on the Website of DBS. DBS will have to abide by the applicable rules and regulations issued by its regulators, agencies working under the aegis of the regulator / governmental / self-regulatory and such other bodies and institutions which are involved in the process of payments and settlement systems in India and the Client agrees that it shall also be required to abide by such rules and regulations issued by such authorities as specified above, from time to time. The Client agrees that opening and maintenance of the Account and availing of Services is subject to the rules and regulations introduced or amended from time to time by the Reserve Bank of India ("RBI") and/or any other authority having actual or purported jurisdiction or authority over "DBS". The Account is governed by various policies of DBS and/or other important terms and conditions applicable to Account which are amended from time to time as per directives from RBI.

TERMS AND CONDITIONS GOVERNING RENDERING OF COLLECTION SERVICES

Collection Services shall include, but are not limited to, physical collection service which include processing and presentation of physical cheques (Current Dated Cheques (CDCs), Post Dated Cheques (PDCs), Pre-Signed Blank Cheques (PSBCs)); Door Step banking (Cash collection and Cash delivery); Electronic collections / Virtual Accounts Services, Immediate Payment Services (IMPS), National Automated Clearing House system (NACH) Debit collections, Unified Payment Interface (UPI) Collections and Enriched Consolidated Receivables Reconciliation (ENCORE) Service.

TERMS AND CONDITIONS GOVERNING PHYSICAL CHEQUE COLLECTIONS

Upon the Client electing to avail the Cheque Collection services, DBS shall accept, on behalf of the Client, account payee instruments being cheques, demand drafts and pay orders, expressed as being payable to the Client from customers / payors at certain identified locations ("Specified Locations") as may be agreed upon by the Client and DBS from time to time, and shall credit the Account of the Client with equivalent sums of monies in accordance with the provisions of the terms agreed in the offer letter.

1. These Cheque Collection Services shall cover instruments (which expression will include CDCs, PDCs, PSBCs / demand drafts / pay orders) favouring the Client and marked "A/c Payee only", that are:

- (a) Locally payable at specified DBS branch locations;
- (b) Locally payable at other specified locations as mutually agreed;
- (c) Outstation instruments payable at specified locations as mutually agreed;
- (d) Outstation instruments payable at all locations other than (a), (b) and (c) above.

2. In addition to what is mentioned above, Collection Services will include:

PDCs - vaulting, tracking retrieval and presentation of PDC based on the Client's instructions to DBS.

PSBCs - vaulting, retrieval and printing of date and amount on the instrument and presentation of PSBC based on the Client's instructions to DBS.

The Client may recall, swap and request DBS to represent the instruments by providing instructions to DBS in a predefined format on using the Electronic Banking Platform (currently IDEAL).

- 3. The Client will handover the PDCs / PSBCs for vaulting to DBS at Branch office either directly or through a courier agency. The Client will provide information relating to PDCs and PSBCs in the pre-defined format which includes details like amount, date, clearing location, drawee bank, drawee branch, drawer name, and enrichments. which will be uploaded in IDEAL.
- 4. The Client shall ensure that only those PDCs / PSBCs will be handed over which have the following:
 - (a) Payee Name
 - (b) Instrument Date (Blank for PSBC)
 - (c) Drawer Signature
 - (d) Crossed as Account Payee
 - (e) Bank Account No.
 - (f) Amount in Words & Figures (blank for PSBC)
 - (g) Cheques are not mutilated or damaged
 - (h) Drawer Code is mentioned on back of the cheque
 - (i) Cheque is not overwritten
 - (j) Company stamp to be affixed if the PDC/PSBC is not personalised
- 5. The Client undertakes to handover only those PSBCs where the drawer of the PSBCs has authorised the Client and DBS as the Client's bank to print the date and/or the amount on the PSBCs. A copy of such authority letter from the Drawer shall be handed over to DBS alongwith PSBCs. Such authority letter shall also state the number and details of PSBCs on which the printing of instrument date and instrument amount in words and figures have to be printed by DBS.
- 6. The Client represents and undertake that the Client and DBS as the Client's Bank has been authorised and shall be authorised by the Drawers of the instrument to print the amount in words and figures and / or the date. The Client represents and undertakes that the Client shall have and shall continue to have the necessary authority and approvals for availing the Cheque Collection Services. The Client further represents and undertakes that the PSBCs / PDCs have been and shall be received by the Client from the drawers in the normal course of business.
- 7. The Client indemnifies DBS from and against all losses, costs, expenses and claims raised by drawers or any other person for printing of instrument amount in words and figures and or instrument date or any other matter in relation to PSBC.
- 8. The Client acknowledges and agrees that all instructions received on IDEAL File Exchange will be governed by the electronic banking terms and conditions set up between DBS and the Client.

9. In the event of a PSBC being damaged on account of printing or otherwise, the Client authorises DBS to retrieve fresh PSBC for a particular Drawer on First In First Out (FIFO) basis and to print the amount in words and numbers and / or instrument date. On any instrument being damaged, DBS shall inform the Client about such damage and provide the Client adequate details.
10. For instruments which are incomplete or damaged, the Client authorises DBS to return / handover / courier such instruments to designated person in the Client's office as may be communicated by the Client from time to time for further course corrective action at the Client's end.
11. In case of any instrument which is lost in transit or in storage or otherwise, DBS will inform the Client and DBS will assist the Client (on a best effort basis) in obtaining a Non-Payment Certificate from the drawee bank, where applicable. For cheques which are incomplete and are lost in transit while returning to the Client by DBS, the Client shall inform the drawer on immediate basis to put a stop payment for the list instruments. In addition, the Client indemnifies DBS for all losses which is not on account of gross negligence on part of DBS.
12. Until these instruments are deposited with DBS or its agent / their correspondent bank(s) and acknowledged as being received by an authorized signatory/ teller of DBS or its agent/ their correspondent bank(s) at the designated branch, the same shall be the Client's sole and absolute responsibility.
13. It is agreed that in the event the amount of the instrument has not been realized by DBS for any reason whatsoever within 30 (thirty) days from the date on which the credit is provided to the Client or cheques/drafts are lost in transit, then DBS shall debit the Client for the same together with the Collection Service Charges and interest (if not done already) if the credit has already been provided to us, and DBS statement intimating the non-payment of the instrument(s) shall be final and binding on us. The Client understands that DBS will assist in tracing the cheques and/ or certify the loss though DBS will not be liable for loss/damages in any way.
14. The Client understand that the pricing and arrangement as mentioned in the Client's offer letter is applicable/valid subject to the appropriate Cheque Purchase Limits being approved by DBS Credit Team and confirmed by DBS. (applicable for only in case of Guaranteed Credit)
15. The proceeds of the instruments collected on behalf the Client will be linked to the exposure limit as may be granted by DBS to the Client and the Client agrees that funds would be released in the Account to the extent of the free limit available under such exposure limit. The Collection Services and the said exposure limit shall however be subject to applicable RBI guidelines, if any and the Bank's policies from time to time.
16. All amounts collected/received from the proceeds of all the instruments deposited by Client on realisation of such instruments by DBS under this Collection Services will be credited (net of any returns received) into Client's Account maintained with DBS (the "Concentration Account"). Any change in the Concentration Account by Client shall be communicated by Client to DBS in writing. DBS shall not be required to check the authenticity, correctness or completeness of the instrument deposited, before such credit or sending the instruments for clearing.
17. In consideration of the provision of Collection Services, DBS shall be entitled to debit the Account with such charges (the "Collection Service Charges") and interest (applicable for only in case of Guaranteed Credit) on the amount of the respective instruments / transactions at such rates as may be fixed by DBS from time to time, which shall be payable by the Client from the date on which the Account has been credited with the amount of the instrument / transactions and till the date of actual realization of the amount of the respective instrument / transaction by DBS, irrespective of the Account having a credit balance following credit of such instrument. The Collection Service Charges and interest (applicable for only in case of Guaranteed Credit for Cheques) shall be debited to the Account, at such time or times, as deemed fit by DBS and the returns received subsequent to the credit will also be debited to the Account and such debits

may result in the Account being overdrawn and/or have a negative balance and the Client will be liable to pay interest at such rates as may be stipulated by DBS. The Client hereby unconditionally and irrevocably authorizes DBS to reverse any credit entry together with the Collection Service Charges in the Account or any other bank account in the event of non-realization/return of Instruments / transactions.

18. The Client hereby agree that if the Client fails to liquidate the overdraft which may be occasioned, as aforesaid, the following day after it occurs, DBS shall, notwithstanding anything to the contrary contained in any other documents that may have been executed between the Client and DBS for any purpose whatsoever or any other understanding or in any law, have the right to set-off and appropriate the liability against or out of any other account/funds belonging to the Client including the amount of any further cheques or drafts or transactions which may be deposited by the Client with DBS or their correspondent bank(s) or at any of their branches (the **“Set-off Right”**) under the terms of this service and or otherwise recover from the Client.
19. The Client hereby unconditionally and irrevocably authorize DBS to reverse any credit entry together with the Collection Service Charges in the Client’s Account or any other bank account or paid to the Client, in the event of non-realization of instruments, DBS shall be entitled to debit the account or any other bank account with the amount of credit given to the Client together with the Collection Service Charges. Where the amount in the account is insufficient to cover the amount of such instruments together with the Collection Service Charges then DBS shall be entitled to recover the same from the Client in any manner as it may deem fit including but not limited to exercise of Set-off Right by DBS as provided in above and the Client undertakes to pay the same forthwith on receipt of demand by DBS, failing which the Client shall be liable to pay interest at the rate as may be stipulated by DBS in addition to the Collection Service Charges, retrospectively from the date of credit till the actual realization by DBS.
20. The Client further agree that DBS’s obligations for provision of the Collection Services will be subject to any occurrence resulting in prevention from or delay or interruption in performing its obligation if such prevention, delay or interruption is due to factors including but not limited to civil commotion, sabotage, lockout, strike or other labour disturbances of any kind or of the clearance of cheques, drafts, transactions and / or mandates, accident, fires, flood, explosion, epidemic, damage to DBS’ facilities or of the representative/ correspondent bank(s)/courier/third party, absence of the usual means of communication or all/any type(s) of transportation, or any other cause, whether of the same or of a different nature, unavoidable or beyond the control of DBS and DBS shall not be deemed to be in default so long as any such cause or the effect thereof persists and during a reasonable period thereafter.

TERMS AND CONDITIONS GOVERNING DOORSTEP BANKING SERVICES – CASH PICKUP AND CASH DELIVERY

Upon the Client electing to avail of the Doorstep Banking services (the **“Cash Pickup / Delivery Services”**), DBS shall accept cash from the Client or deliver cash at certain identified locations mentioned in the list appended to the letter/s or as may be agreed upon by the Client and DBS from time to time (the **“Specified Locations”**), and shall credit / debit the Account of the Client with equivalent sums of monies, subject to and in accordance with the provisions of the terms agreed in the offer letter.

1. The Client, having an Account with DBS accepts and acknowledges that the Cash Pickup /Delivery Services may be provided by DBS with the involvement of a correspondent bank(s) and/or any duly authorised third party service provider (**“Service Provider”**) and the Client hereby authorises DBS to appoint any such correspondent bank(s) and/or Service Provider who will act upon the instructions of DBS to provide the Cash Pickup /Delivery Services to the Client on behalf of DBS and DBS will be responsible for any acts of omission or commission of the Service Provider.
2. Client’s account will be credited after cash is collected, processed and verified by the Service Provider on the same day or the following working day. The Client agrees for handling of discrepancies arising due to shortages/mutilated/counterfeit notes as defined in the process guidelines / note.

3. Client will submit a separate fax indemnity for the purpose of availing of the Services through facsimile instructions.
4. By using this mode of service, the Client irrevocably consents to the disclosure of information (including but not limited to details of cash deposited/withdrawn, DBS account numbers and other related Client information) to the Service Provider.
5. The amount of cash that can be picked up or delivered will be subject to the prevailing maximum limits set by DBS from time to time.
6. The Client acknowledges and confirms that the Client is aware of the possible risks involved in providing the Services on the Client's request and hereby irrevocably and unconditionally authorizes DBS to act on the Client's request for the said Services.
7. The Client agrees that the process guidelines as detailed in the offer letter as may be amended from time to time will form a part of these Terms and Conditions.

TERMS AND CONDITIONS GOVERNING VIRTUAL ACCOUNT COLLECTION SERVICES

Upon the Client electing to avail of the electronic / Virtual Account Collection Services, DBS shall be responsible for collection of monies paid by customers to the Client through, Real Time Gross Settlement ("RTGS") mechanism; National Electronic Fund Transfer ("NEFT"); Immediate Mobile Payment Services ("IMPS"); Account Transfers ("ACT"); Inward Telegraphic Transfer ("ITT") or any other Payment mechanism as rolled out by DBS from time to time and crediting payments made by a Customer into the Client's relevant Account.

1. **Changes to the Service** - Any change of virtual account/s shall be notified to DBS through IDEAL File Exchange. DBS shall have a reasonable amount of time to act upon such notice.
2. **Rights and Obligations of Client** - Client will be given the sole administrative control over assignment, allocation and communication of virtual account numbers to their payers. Therefore, DBS will not be liable to losses incurred due to errors committed by the Client or its payers in their administration of virtual account numbers. The Client will communicate the virtual account numbers to their payers only after receiving a confirmation from DBS on completion of the mapping to the Account and the corresponding virtual account numbers.
3. **Other Terms** - Any wrong credit (due to lapse in Client administration of allotted virtual account numbers) will be subject to investigation and DBS shall not be liable to any losses incurred due to any such lapse on part of the Client or due to any technical failure beyond the control of DBS. DBS shall have a reasonable amount of time to act upon this investigation.

TERMS AND CONDITIONS GOVERNING NATIONAL AUTOMATED CLEARING HOUSE (NACH) DEBIT SERVICES

The Client, in the normal course of its business, receives or is entitled to receive from time to time, payments from its payors, whether periodic, recurring or otherwise. DBS being a direct member of the National Payments Corporation of India ("NPCI"), the Client can avail the NACH Debit Services on the following terms and conditions.

1. Definitions: -

Unless otherwise specified the following terms shall have the meaning assigned to them below.

- a. "Account" means our current account(s) maintained with DBS and shall include such other accounts as may be communicated in writing to DBS from time to time.

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- b. Destination Bank – The bank where the Mandate Issuer has a bank account. The recipient of physical Mandate / eMandate through NACH platform and does verification of the physical / digital signature.
 - c. “Electronic Signature” (“eSign”) shall have the meaning as defined in the Information Technology Act, 2000 (as amended from time to time).
 - d. “e-Mandate through eSign” means where the Mandate Issuer submits the Client, the digital mandate duly authenticated using Aadhar credentials verified using UIDAI data. The digital mandate will be passed on by the Client to DBS for further processing and transmission of the eMandate to the Destination Bank through NPCI. The Destination Bank shall verify the eMandate through eSign and accept or reject the mandate as per its internal operational procedures and inform DBS with the status of the mandate.
 - e. “e-Mandate through Destination Bank” means where the Mandate Issuer submits a physical mandate with the Destination Bank. The Destination Bank will verify the eMandate and will raise an eMandate on DBS through NPCI for further processing.
 - f. “IFSC” means Indian Financial System Code.
 - g. “Mandate” means the debit instructions given by the Mandate Issuer to his / her bank where his / her bank account is maintained for the purposes of payment of the monies (herein after called the “Destination Bank”).
 - h. “Mandate Issuer” means a payor / person / entity / destination bank account holder who has issued a mandate to the Client to collect the monies on the due date by raising a debit to the payor / person / entity’s bank account maintained with such payor’s/person’s/entity’s bank account. “Procedural Guidelines” means the set of guidelines issued by the NPCI / RBI for operationalising the services under the NACH Debit Service.
 - i. “NACH Debit Services” means the facility of receiving payments from the Mandate Issuer’s account(s) using the NACH Debit Clearing of the NPCI / RBI and crediting the Client’s Account and facility of registering NACH Debit Mandates either in Physical / Scan / eMandate through eSign / eMandate through Destination Bank form or any other form as prescribed by NPCI from time to time.
 - j. “NPCI” means National Payments Corporation of India
 - k. “Payment Account” means the bank account of the Mandate Issuer maintained with the Destination Bank, from which monies shall be collected.
 - l. “Procedural Guidelines” means the set of guidelines issued by the NPCI / RBI for operationalising the services under the NACH Debit Service (as may be amended from time to time).
 - m. “RBI” means Reserve Bank of India
 - n. “Sponsor Bank” means DBS for clearing the debit instructions contained in the Mandate and crediting the proceeds to the Account and for processing of NACH Debit Mandates through physical / scan / eMandate through eSign / eMandate through Destination Bank and or other means as informed by NPCI from time to time.
 - o. “Settlement Date” means the date on which the Destination Bank debits the Payment Account of the Mandate Issuer with the monies under the NACH Debit Service.
 - p. “UMRN” means Unique Mandate Reference Number generated by the Mandate Management System (MMS) for each Executed Mandate which has been uploaded to the MMS.

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2. The NACH Debit Services shall cover the following:
 - a. Mandate registration / creation – Through Physical / Scan / eMandate through eSign and or eMandate through Destination bank
 - b. Complete Mandate verification
 - c. Mandate amendment
 - d. Mandate cancellation
 - e. Transaction Processing

 3. The Client agrees to:
 - a. Collect the Mandates from the Mandate Issuers either in Physical, Scan or eMandate form and submit the same to DBS for due submission, verification and certification by the Destination Bank.
 - b. Upload the details of debit instructions as contained in the Mandates on IDEAL in encrypted format.
 - c. Prepare the mandate and transaction information as per the standard format specified by DBS from time to time and ensure the accuracy / correctness of the data contained in the said information.
 - d. Ensure that the aforesaid mandate and transaction information are presented to DBS in a timely manner.
 - e. Furnish the credit instructions through IDEAL towards the refund of the excess amount back to the Mandate Issuers in their Payment Account(s) including any double payments collected towards the payment of the monies from such Mandate Issuers.

 4. DBS agrees to:
 - a. Provide clearing services to the Client under the NACH Debit Services.
 - b. Credit / remit the funds to the Account with the sum mentioned in the input files (on the Settlement Date) and keep the Client informed of the details in the manner agreed to between the Parties.
 - c. Debit the Client's Account to the extent of the returns within two days of the Settlement Date or on receipt of the final clearing report from NPCI whichever is earlier and furnish details thereof to us.
 - d. Provide all reports pertaining to settlement transactions and mandates along with details of return / reject reasons as per the data available with DBS.

 5. The credits pertaining to these NACH Debit transactions would be made into the Account. Any change in the Account shall be communicated by the Client to DBS in writing. DBS will credit the Account for the proceeds of all the NACH Debit transactions initiated by the Client with it on realisation of such transactions (net of any returns received) and DBS shall not be required to check the authenticity, correctness or completeness of the transaction instructions, before such credit or sending the transactions for clearing.

 6. In consideration of the provision of NACH Debit Services, DBS shall be entitled to debit the Account with such charges (the "NACH Debit Service Charges") at such rates as may be fixed by DBS from time to time, which shall be payable by us. The returns received subsequent to the credit will also be debited to the Account. Where the amount in the Account is insufficient or such debits may result in the Account being overdrawn and/or having a negative balance and we will be liable to pay interest at such rates as may be stipulated by DBS. We hereby unconditionally and irrevocably authorize DBS to reverse any credit entry together with the NACH Debit Service Charges in the Account or any other bank account in the event of non-realization/return of transactions.

DBS shall, notwithstanding anything to the contrary contained in any other documents that may have been executed between us and DBS for any purpose whatsoever or any other understanding or in any law, have the right to set off the appropriate liability against or out of any other account/funds belonging to us including the amount of any further transactions which may be sent by us to DBS or at any of their branches (the "**Set-off Right**") under the terms of this transaction.

 7. It will be the Client's Responsibility
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- a. To ensure accuracy of the input data with reference to the information received from the Mandate Issuers in the form of Mandates.
 - b. To not include transactions of Mandate Issuers whose instructions have come for Mandate withdrawal / cancellation in the debit instruction input file provided.
 - c. To send all the transactions with relevant UMR (Unique Mandate Reference) Numbers only.
 - d. To do a proper follow up and closure of un-processed items, i.e. records that will be rejected by Mandate Issuers Bank due to invalid bank information (e.g. invalid bank code).
 - e. To ensure that the status of the transaction records are intimated to the Mandate Issuers on receipt of the same through DBS.
 - f. To ensure that the Mandate Issuers whose accounts could not be debited / credited are informed of the same along with reasons thereof.
- 8.** In the event the Client transmit image copy of the Mandates to DBS, the Client undertakes;
- a. To maintain a physical copy of the Mandates with it and shall provide DBS the said Physical Mandates within 2 working days as may be required by DBS from time to time.
 - b. To have a detailed process for easy retrieval and submission of the physical Mandates as may be required by DBS from time to time.
 - c. To maintain the physical mandates for a period of 10 years or for any period as required in terms of RBI guidelines or the validity of the mandate whichever is later.
- 9.** In the event the Client registers the Mandates with DBS through eMandate through eSign, the Client undertakes;
- a. To delete the private key after immediately signing the eMandate.
 - b. To maintain the eMandates through eSign for a period of 10 years or for any period as required in terms of RBI guidelines or the validity of the mandate whichever is later.
 - c. To develop a web page providing for all the fields as per the Mandate format prescribed by NPCI and as communicated by DBS from time to time.
 - d. To ensure that UMR is generated for each Mandate and sent along with the Mandate data.
 - e. To clearly demarcate the fields as mandatory and non-mandatory and necessary controls and validations shall be put in place to ensure the necessary data is filled in by the Mandate Issuer with correct values.
 - f. To provide drop down options wherever possible to eliminate issues in the values provided by the Mandate Issuer.
 - g. To display the terms and conditions as detailed in the Mandate on the Client's website and acceptance of terms and conditions by the Mandate Issuer shall be made mandatory for completion of the mandate.
 - h. To publish on the website where the Mandate details are captured from the Mandate Issuer only those banks and banks branch list which are provided by DBS and are live on eMandate through eSign as per NPCI.
 - i. To clearly display the names of the Destination Banks that are live on eMandate through eSign as per NPCI. This list will be provided by DBS on weekly basis.
 - j. To enrol with eSign service provider (ESP) as Application service provider (ASP) as part of its application to digitally sign the content.
 - k. To ensure the application is properly integrated with ESP and the required infrastructure is in place.
 - l. To ensure that the Client's application is enabled for accepting Biometric / OTP as part of Aadhaar credentials.
 - m. To send the mandate through IDEAL Connect to DBS in xml format (which contains eSign and public key) encrypted, once mandate is successfully signed using eSign.
 - n. To update the UMR Number in its database after the eSign Mandate is accepted at the Destination Bank.
 - o. To ensure that the updation of UMR (Unique Mandate Reference) Number is done correctly based on its own unique reference numbers. The Client shall be liable for any loss or damage on account of incorrect UMR Number and its consequences.
 - p. To send a SMS to the Mandate Issuer with all the details of the mandate along with the UMR Number intimating acceptance of the mandate.

10. The Client also acknowledge that the NACH Debit Services are being offered by DBS on a best effort basis and the Client will not hold DBS responsible or liable for any costs and consequences or damage or loss caused to the Client.

11. The client understand that DBS will send us detailed mandate registration, mandate verification and transaction reports through e-mail. The Client is aware that email is not a secure or error-free medium of communication and the Client is aware of the possible risks involved in connection with the transmission of information via email. Therefore, DBS does not accept liability for any errors or omissions in the content of the email messages and its attachments. The Client undertake to indemnify DBS and keep DBS indemnified at all times against, and to save DBS harmless from all actions, proceedings, claims, loss, damage, costs and expenses including consequential losses/damages which may be brought against DBS and which shall have arisen either directly or indirectly out of or in connection with the NACH Debit Services and/or DBS sending the report via email/ fax.

TERMS AND CONDITIONS GOVERNING IMMEDIATE PAYMENT SERVICES (IMPS)

DBS is a participant in the National Payments Corporation of India's ("NPCI") mobile remittance service called Inter Bank Mobile Payment Service ("IMPS") offers person to person payments using IMPS and is capable of facilitating merchant payment transactions via IMPS. Upon the Client electing to avail of the IMPS from DBS, DBS shall facilitate for the Client, collection of monies into its Current Account that such Client may receive from its customers, payors and merchants who utilize the IMPS route to transfer funds to the Client.

1. Definitions: -

Unless otherwise specified the following terms shall have the meaning assigned to them below.

- a. "Account" means INR denominated current account of the Client with the Bank.
- b. "Bank" means DBS Bank India Limited, a banking company incorporated in India with Limited Liability having CIN U65999DL2018FLC329236 and having its branch office in India, at Express Towers, Ramnath Goenka Marg, Nariman Point, Mumbai – 400021.
- c. "Facility" means the facility through which clients will be able to receive funds via the IMPS (Immediate Payment Service) channel
- d. "Mobile Phone Number" shall mean the number specified by the Client in writing through a request letter in a form provided by DBS for the purpose of availing the Facility.
- e. "SMS" shall mean Short Messaging Service, which is the transmission of short text messages to SMS enabled devices.
- f. "The Client" (also "you", "your", "yours") means a customer of the Bank and shall include a sole proprietary concern, limited liability partnership, company, partnership, firm, society, trust or entity, association of persons who has or is desirous of availing the Facility.

2. Application

The Client shall apply to DBS for use of the Facility (and/or for any changes to the options available under the Facility) by submitting a request letter prescribed by the DBS or by any other method as provided by the DBS from time to time. Application for the Facility shall be accepted only after authentication of the Client through any mode of verification as may be stipulated by the DBS from time to time as may be decided at the sole discretion of DBS. Activation of the Facility may take up to a minimum of 3 working days from the date of receipt of the application. In addition, the Client understands that any addition, deletion or modification of account details / mobile numbers would take a minimum of 3 working days from the date of receipt of the application and the DBS is not liable for any transactions that are received and processed in the interim.

3. Availability

The Facility is made available to the Client, at the sole discretion of the DBS and may be discontinued by the DBS at any time, without notice. The Facility is currently available only to clients with Accounts with the DBS's branches in India.

4. Authority to The Bank

The Client irrevocably and unconditionally authorises the DBS to access all their Account(s) for effecting banking or other transactions of the Client through the Facility. The Client further authorises the DBS to share the Account information with any Third Party for the purpose of accepting/ executing request of the Client.

5. Liability:

Under no circumstance, the DBS shall be held liable if the IMPS facility is not available 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 DBS. The DBS shall not be liable under any circumstances for any damages whatsoever whether such damages are direct, indirect, incidental or 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 the Client or by any other person. Any illegal or improper use of the facility shall render the Client liable for payment of financial charges as decided by the DBS or will result in suspension of the facility to the Client.

6. Accuracy of Information

The Client undertakes to provide accurate information wherever required and shall be responsible for the correctness of all information provided to the DBS at all times including for the purposes of availing of the Facility. The DBS shall not be liable for consequences arising out of erroneous information supplied by the Client. Client shall be solely responsible for intimating to the DBS any change in the Client's phone number(s) or email addresses or Account details. If the Client suspects that there is an error in the information supplied by DBS to them, they shall advise the DBS immediately. The DBS will endeavor to correct the error wherever possible on a best effort basis.

While the DBS will take all reasonable steps to ensure the accuracy of the information supplied to the Client, the DBS is not liable for any inadvertent error, which results in the providing of inaccurate information. The Client shall hold the DBS harmless against any loss, damages etc. that may be incurred / suffered by the Client if the information supplied to the Client turns out to be inaccurate / incorrect.

7. Termination

The DBS may, at its discretion, withdraw temporarily or terminate the facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend the facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the facility.

TERMS AND CONDITIONS GOVERNING UNIFIED PAYMENTS INTERFACE (UPI) SERVICES

These terms and conditions ("UPI Terms") apply to and regulate the provision of UPI fund transfer and fund collection facility provided by DBS Bank India Limited. ("DBS") to its corporate customers ("the Client"). DBS shall provide to the Client, UPI facility ("Facility") in accordance with the UPI rules, regulations, circulars and/or guidelines issued by the National Payments Corporation of India, Reserve Bank of India ("RBI"), DBS' policies specified from time to time (collectively referred to as "Guidelines"). The facility shall be subject to the terms and conditions herein specified and shall be read in conjunction with letter of offer ("Offer Letter") as may be issued by DBS and as may be amended from time to time. By applying for, accessing and availing the facility through any of the channel provided by DBS from time to time, the Client accepts these UPI Terms, which shall govern the provision of the facility by DBS.

1. UPI Facility

- a. The Client understands that the facility provides anytime electronic fund transfer or fund collection service to the Client from/to its customer who are Clients of UPI member banks who extend such facility to such clients. Client shall have the option to transfer funds and receive funds from the Channel provided by DBS from time to time in a secure manner through their linked DBS Accounts or non DBS accounts as per the

capability of the channel. The Client may submit UPI payments or collection instructions through Channels offered by DBS from time to time. These Channels could be but not restricted to IDEAL 3.0, IDEAL Connect, DBS Merchant App (Name to be defined), DBS Rapid. Each Channel may offer different capabilities from time to time.

- b. The Client shall submit to DBS such forms as may be mandated by DBS for availing the facility and for set up of unique Virtual Payment Address ("VPA") which shall be linked to DBS Accounts or non DBS Accounts as specified by the Client.
- c. DBS and Client shall enable the linking of UPI facility with Client's System platform(s) for the purpose of enabling the UPI Facility. The manner of such linking shall be as approved by DBS. It is agreed that each party shall be responsible for its own costs and be responsible for providing and maintaining all necessary system and facilities at their respective ends so as to connect the Client's system to DBS system for the purpose of providing the facility.
- d. For secure transmission of data in the course of providing the facility, the Client shall comply with such instructions as may be issued by DBS from time to time and shall implement the updates to the system as may be required by DBS from time to time.
- e. The Client acknowledges that access to the facility and the system may be interrupted from time to time due to equipment malfunction, updates, maintenance, breakdowns and repair, security breaches or other reasons that may be beyond the control of DBS. DBS reserves the right to suspend or interrupt access to the channel or system during any such time, with or without notice, and this may impact the clients ability to initiate any transaction or complete any transaction in progress for the duration of such suspension, breakdown or interruption and DBS shall not be liable for any loss or damages caused to the Client during such time.
- f. The Client agrees that in the event there are insufficient funds in the DBS Account, DBS may decline the instruction of the Client to transfer the funds through UPI. The Client authorizes DBS to debit the DBS Account(s) of the Client for any liability incurred by DBS on behalf of the Client for execution of the instruction issued by the Client.
- g. The Client acknowledges the risks involved in the electronic instructions and processing of transactions. DBS, its affiliates and shall not be liable for any unauthorized persons accessing the records or DBS Account(s) or information through the use of UPI Facility or VPA provided by DBS to the Client.
- h. All the records of DBS generated by the transactions arising out of the use of the UPI Facility, including the time the transaction is recorded shall be conclusive proof of the genuineness and accuracy of the transaction.
- i. Unless otherwise intimated to DBS in writing, all credits to DBS linked accounts will be in real-time and all credits to non DBS accounts for the users provisioned by the Customer will be on the next business day of the transaction.

2. Rights and Obligations of the Client

- a. The Client shall deliver the products/services to its customers in terms of the agreement between the client and such customers and in the event the Client fails to provide any product/services to its customers it shall return the amount collected from such customer in terms of the agreement between the Client and customer and DBS shall not be responsible for any dispute between the Client and its customers with respect to product/services or refund of amount to the customer.

- b. Verification, addition, deletion and maintenance of the users of the Facility through DBS Channels are solely the responsibility of the Client and are considered as an extension of Client's business channels with DBS. DBS does not take liability of any action of the user of the Facility through DBS Channel and the Client shall be solely liable for any action of the user of the Facility through DBS Channel.
- c. In the event of any default or error on part of the Client, DBS shall decline the Transaction. Client agrees that DBS shall not be held liable for any loss or damage arising out of such default or error on part of the Client. In the event that there is an error in the Client's connection with any system and is unable to process the transactions for any other reason whatsoever, then the Client shall promptly notify DBS of the same.
- d. The Client agrees that it shall have adequate technology system/s in place, before the facility is made available to its customers, for the purpose of fulfilling its obligations as per this facility. Client shall upgrade systems and message formats based on regulatory requirements as provided by NPCI for the smooth functioning of facility and/ or changes mandated by NPCI in this regard. The Client shall bear the charges for establishing and maintenance of the network between DBS and Client for the facility.
- e. DBS and/or RBI shall be entitled to conduct audits on the Client whether by its internal or external auditors or by agents appointed to act on its behalf and Client shall comply with such audit requirement as may be framed for the purpose of such audit.
- f. Client shall adhere to all relevant and applicable provisions of any law, rule, judicial ruling, regulation or any other statutory obligation incumbent upon Client relating to the provision of facility and shall adhere to all such obligations relating to the transmission of data/information through these services.
- g. Client shall maintain all requisite records, registers, accounts books etc., as applicable to it, which are obligatory under any law to the use of the facility and shall provide any information as may be required under any statutory obligation.
- h. Customer has obtained all necessary internal / external approvals, registrations and certifications required from relevant authorities and other entities for the purposes of availing the Facility and fulfilling its obligations as set out herein.
- i. Client agrees and confirms that all transactions effected by or through the Channel for giving details and/or instructions to DBS or otherwise communicating with DBS in connection with the facility or through other means of telecommunication as received by DBS, shall constitute legally binding and enforceable transactions and/or instructions on the Client. DBS shall be entitled to rely and act on any communication through the Channel, which originate or appear to originate from the Client and such actions shall be fully binding on the Client.

TERMS AND CONDITIONS GOVERNING ENRICH CONSOLIDATED RECEIVABLES REPORT (ENCORE) SERVICES

These Terms and Conditions Governing DBS Enriched Consolidated Receivables Report Service ("Terms") and the DBS Enriched Consolidated Receivables Report application form, maintenance forms and/or any pricing or offer letter (collectively "Forms") shall govern the provision of DBS Enriched Consolidated Receivables Reports ("Service") between DBS and the Client identified in the ENCORE Forms.

1. Provision of the Service

- a. The Service provides the Client with a consolidated receivables report of (a) funds collected via DBS channels and credited into the Clients accounts held with DBS; and (b) payment advices, reports and any other payment details or information received from the Client, Clients customers or any other person authorized by the Client, in such form as DBS may determine from time to time ("DBS ENCORE Reports").

- b. To use the Service, the Client must maintain a bank account with DBS and be an existing subscriber of electronic banking services provided by DBS. DBS ENCORE Reports will be made available to the Client via DBS electronic services, in the frequency and format as indicated by the Client in the form or as DBS may agree with the Client.
- c. The Client acknowledge and agree that the provision of the service and the receipt of information by DBS for the purposes of generating the DBS ENCORE Reports may be subject to time lags, delays and/or may be intercepted, altered or lost and DBS do not guarantee the delivery, timeliness or accuracy of the DBS ENCORE Reports. The Client further agree DBS will not be verifying the truth, accuracy or completeness of any information received by DBS in connection with the Services for the purposes of providing the DBS ENCORE Reports.
- d. The Client agrees that DBS may suspend or terminate the Service immediately if (a) the Client cease to maintain a bank account with DBS; (b) the Client fail to comply with these Terms; (c) the Clients use of or access to electronic banking services is terminated or suspended; (d) a receiver and/or manager or liquidator or similar officer is appointed over the Client or any part of the Client undertaking or assets or if the Client pass a resolution for winding-up or dissolution; or (e) DBS are required by any law, rule or regulation to do so.

TERMS AND CONDITIONS GOVERNING RENDERING OF PAYMENT SERVICES:

Payment Services shall include, but are not limited to, (i) physical payments by issue of demand drafts, pay orders, and cheque writing at locations where the Bank has its branches and as well as through correspondent banks (“CB”) acting on behalf of the Bank in locations where the Bank does not have branches and also at Client’s locations, as per the Terms mentioned herein (ii) payment through electronic mode or electronic fund transfer including Immediate Payment Service (IMPS), internal fund transfers, bill payment services, Real Time Gross Settlement (“RTGS”), National Electronic Fund Transfer (“NEFT”), Tax payments and National Automated Clearing House system (NACH) modes of transfer of funds.

1. Definitions

Unless otherwise specified the following terms shall have the meaning assigned to them below.

- a. “Account” means a current account/saving account of the Client ordinarily maintained with the Bank and designated by the Client for debiting and thereby executing the Fund Transfer request to effect the E-payment and also designated by the Client for debiting any liability (including agreed charges and fees thereof) incurred by the Client to the Bank for execution of the E-payment Request issued by the Client.
- b. “Authorized Bank” means any bank authorized by the Finance Ministry, Central Board of Direct Taxes (“CBDT”) for collection of Direct / Indirect Tax via electronic payment and Central Board of Excise and Customs (“CBEC”) for collection of Excise Duty via electronic payment, with which DBS has an arrangement for payment of Tax or may have such arrangements with any such bank in future.
- c. “Authorized Person” means a person authorized by the Client to give any instructions relating to E-payment Services including issuance of E-payment request. Such authorized person shall at all times be the person who is authorized to operate the Account.
- d. “Business Day” means any day on which banks are working in Mumbai.
- e. “Cut-off Time” means a specified time on a Business Day, notified by the Bank to the Client, by when the Client shall send the E-payment Request.
- f. “Client” means an individual, sole proprietary concern, partnership firm, HUF or a company, who has signed and accepted these Terms and Conditions whose details are mentioned in the E-payment request.
- g. “DBS Bank India Limited Account” means an account of the Bank maintained with an Authorized Bank in which the Tax amount will be deposited for effecting E-payment.
- h. “EEC Code” means the unique 15 digit means alphanumeric Code number allotted to the Client by the Excise Duty authorities in relation to Excise Duty payable by the Client to the Government of India.

- i. "E-payment" means the electronic payment of Tax on behalf of the Client by the Bank through the E-payment Gateway as set out in the E-payment request.
- j. "E-payment Services" means the facilities for E-payment of Tax through E-payment Gateway.
- k. "E-payment Gateway" means the electronic payment gateway of an Authorized Bank, utilized by DBS for depositing the Tax payable to the Relevant Authority on behalf of the Client with the Authorized Bank.
- l. "E-payment request" means the duly authorized instructions received by the DBS from the Client in the DBS prescribed format mentioned overleaf / DBS prescribed excel sheet format. The E-payment request can be placed either in physical form at the DBS's branches or through the internet banking portal of the DBS viz. IDEALTM".
- m. "Execution Date" means the date mentioned in the E-payment Request, being a Business Day for payment of Tax on behalf of the Client.
- n. "Fund Transfer Request" means instructions forming part of the E-payment request received from the Client to transfer funds from the Account to the DBS Account towards payment of Tax.
- o. "NEFT" means Electronic Funds Transfer Facility through the Reserve Bank of India (RBI) NEFT System.
- p. "PAN/TAN code" means the unique 10 digit means alphanumeric Code number allotted to the Client by the Income Tax authority in relation to the Direct / Indirect Tax payable by the Client to the Government of India.
- q. "Relevant Authority" means and includes CBDT, CBEC and any other such authority.
- r. "RTGS" means the Real Time Gross Settlement offered by Reserve Bank of India (RBI).
- s. "Tax" means Direct Tax or Indirect Tax and/or Excise Duty or any other such taxes, levies, duties for which E-payment Services may be offered by the Bank.

2. Specific Terms and Conditions

- a. DBS shall process the E-payment request application during banking hours on working days and Business Days. If DBS receives the E-payment request after the cut-off time, the same will be processed on the next Business Day.
- b. Any and all changes in the instructions contained in the application shall be communicated by the client to the DBS in the manner stipulated by the DBS, along with all appropriate authorizations.
- c. The Client shall not attempt to remit the Tax without sufficient funds in the Account.
- d. DBS is entitled to decline processing of the E-payment request in the event of insufficient funds in the Account for the purpose of Tax payment.
- e. The Client agrees that DBS may decline processing of the E-payment request if Client do not comply with these Terms and Condition or any of other terms and conditions stipulated by the DBS from time to time.
- f. DBS shall not be liable for failure to execute E-Payment request on behalf of the Client in the event and to the extent that such failure arises out of breakdown of the DBS's and/or Authorized Bank's systems required to process the E-payment request, any interruption, interception, suspension, mutilation, delay, loss, unavailability, withdrawal, error, inaccuracy, detection or suspicion of viruses in the DBS's systems. Any breakdown of RTGS/NEFT or any other fund transfer system required to fund the DBS Bank India Limited account with the Authorized Bank which will be used to process the E-payment.
- g. The Client acknowledges that the DBS is merely making the payment of Tax based on the Clients E-payment request and the DBS bears no responsibility for any shortfall/excess in payment due from the Client on account of their tax liabilities and all such liabilities are solely on the Client account.
- h. The DBS may, at its discretion, from time to time impose maximum and minimum limits of funds that may be transferred by virtue of the E-payment request given the Client. The Client shall be bound by such limits and shall comply with them strictly.
- i. The Client shall be bound by any payment order executed by the DBS pursuant to the E-payment request, if the DBS had executed the same in good faith and in compliance with the instructions given by the Client. Any amount entered in fractions would be rounded off upwards to the nearest rupee.

3. General Undertaking of the Client

- a. The Client hereby agrees, undertakes and confirms that:

- i. it fully understands, agrees and is satisfied with all the features of E-payment Services including its usage for completing the desired payment of Tax.
 - ii. The Client is solely responsible for the accuracy, completeness and timeliness of E-payment request. In case of E-payment request placed via excel upload on IDEAL, client confirms that the instructions have been duly authorized by the client's authorized signatories prior to upload on IDEAL.
 - iii. The Client is solely responsible for ensuring that the use of E-payment Services achieves the intended purpose and to adhere to these terms and conditions.
- b. The Client hereby agrees and confirms that it fully understands that the DBS will be able to provide E-payment Services to the Client.
 - c. The Client hereby warrants and represents that the Client has executed a fax indemnity in writing in favour of the DBS in the form and manner acceptable to the DBS.
 - d. The Client certify that all information provided, and/or which may be provided in the E-payment request is true, accurate, current and complete and constitutes all necessary information as required to be set out in the E-payment request. The DBS does not have any obligation whatsoever to independently verify any of the information provided to the DBS by the Client in relation to the E-payment request. The DBS shall not bear any responsibility for any inaccurate or incomplete/disclosed information provided by the Client, which may lead to a payment being wrongly made and there would be no guarantee of recovery of the same thereafter.

4. Agency

In providing these E-payment Services, DBS is acting as an agent of the Client. Under no circumstances DBS shall be treated as or deemed to be a bank authorized by Finance Ministry or any other regulatory body for collection of tax through electronic payments and the Client's obligation towards payment of Tax to concerned Regulatory Authority(ies) should be construed as completed only after the Client receives from the DBS the challan (TR-6) or any other applicable payment receipt generated and sent by the Authorized Bank.

5. Written Communication

Any written communication under these Terms and Conditions, including the E-payment request, shall be sent by the Client to the address of DBS mentioned in the offer letter or by facsimile on the number communicated to the Client by DBS. Any written communication to be given to Client, including the Tax challans (TR-6) shall be sent by post/ courier at the address or by facsimile number of the Client available with DBS or handed over across the counter.

GENERAL TERMS AND CONDITIONS APPLICABLE TO CASH MANGEMENT SERVICES:

1. Addition of locations and changes in pricing may be done by simple exchange of letter between the Client and DBS and all the terms and conditions specified hereunder shall be applicable to these additions/ changes.
2. The entries in DBS's books kept in the ordinary course of business with regards to the Collections and Payments Service and matters therein appearing shall be binding on the Client.3. The Client further agree that the Collection and Payment Services may be provided by DBS through a representative/correspondent bank(s), courier/third party. The Client further agrees that any arrangements made by DBS to facilitate the quick movement of instruments / transactions would be acceptable to the Client and that the Client agree to the operational procedure as advised/may be advised by DBS. The Client authorize DBS to appoint these agents at DBS sole discretion and without the Client's approval.
3. These terms and conditions are in addition to the terms and condition governing the Account held by the Client with DBS. The Client hereby confirms that in the event of any discrepancy between the terms and conditions herein contained and those contained in the Offer Letter, or the Account opening terms and conditions, the terms and conditions herein contained shall prevail.

4. The Client understand that DBS will send the Client detailed Collection and Payments Services reports through e-mail. The Client is aware that email is not a secure or error-free medium of communication and the Client is aware of the possible risks involved in connection with the transmission of information via e-mail. Therefore, DBS does not accept liability for any errors or omissions in the content of the e-mail messages and its attachments. The Client undertakes to indemnify DBS and keep DBS indemnified at all times against, and to save DBS harmless from all actions, proceedings, claims, loss, damage, costs and expenses including consequential losses/damages which may be brought against DBS and which shall have arisen either directly or indirectly out of or in connection with the Collection Services and/or DBS sending the report via email.
5. DBS shall have an absolute and paramount right of lien and set-off, irrespective of any other lien or charge, present as well as future on the Accounts and also on any other accounts, including amounts lying in fixed deposits held in the Client's accounts or balance lying in the accounts, whether in single name or joint name(s), and also over any and all securities of the Client lying or that may come into the possession of the DBS from time to time for safe keeping or otherwise in any of the accounts of the Client maintained with the DBS [joint/single] to the extent of all outstanding dues, whatsoever, and howsoever arising. DBS shall have and shall continue to have a lien on the Account to recover such costs, damages or liability that the DBS may incur or be imposed and shall further have the right to claim and recover any shortfall from the Client.
6. The Client hereby undertakes to indemnify the DBS and hold the DBS harmless and keep the DBS indemnified on demand against all claims, penalties, losses, costs (including without limitation, legal costs of the bank incurred on solicitors / attorneys / conveyors / advocates / counsel on a full indemnity basis), awards, charges, damages, expenses, actions, proceedings and any liabilities (including statutory liability) of whatsoever nature or description which may be sustained or incurred by DBS arising out of or in connection with DBS acting in accordance with the arrangement herein, or failing/refusing to act, including but not limited to (a) incorrect entries/instructions by the Client (b) violation of these UPI Terms by the Client or (c) failure of the Client to ensure sufficient balance in the Account for processing the instruction or (d) or any third party claim arising as a result of DBS providing Cash Management Services to the Client. The Client hereby waives any rights, claims, actions or proceedings which it may have against DBS for any losses or liabilities which it may suffer as a consequence of the arrangement herein and which shall have arisen either directly or indirectly out of or in connection with transmission of such image copy of the Mandates, eMandates, Transactions and / or Instruments and DBS acting on such image copy of the Mandates, eMandates, Transactions and / or Instruments or as a result of the Client using the aforesaid E-payment and ENCORE services.
7. The Client agrees that the DBS shall not be liable if; the Client has breached any of the terms and conditions herein; or the Client has contributed to or the loss is a result of failure on part of the Client to advise the DBS within a reasonable time about erroneous transactions in the account; or as a result of failure on part of the Client to advise the DBS of a change in or termination of the Client's Mobile Phone Number.
8. DBS does not warrant the confidentiality or security of the messages transmitted for the Services. The DBS makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Client or by any person resulting from or in connection with the Services.
9. Without limitation to the other provisions of these terms and conditions, the DBS, 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 Client howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the DBS in receiving and processing the request and in formulating and returning responses by SMS or otherwise or any failure, delay, interruption, suspension, restriction, or error in transmission of any

information or message to the Client and the network of any cellular service provider and the DBS's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Client, the DBS's system or the network of any cellular service provider and/or any third party who provides such services as is necessary to provide the Services.

10. Notwithstanding anything in the contrary provided in these terms and conditions, DBS shall not be involved in or in any way liable to the Client for any error or omission in the Services or any dispute between the Client and a cellular services provider or any third party service provider (whether appointed by DBS in that behalf or otherwise).
11. The Client accepts that all information will be transmitted to and/or stored at various locations and be accessed by personnel of the DBS. In addition, the DBS is authorized to provide any information relating to the Client and/or any other information given by the Client for utilization of the Services to and between its branches, subsidiaries, representative offices, representatives, affiliates, auditors and agents of the DBS and authorized bank, Intermediaries and third parties selected by the DBS, wherever situated, for confidential use in and in connection with the Services or for statistical analysis, credit scoring publicity/promotional activities and data processing purposes), and further acknowledges that any such branch, subsidiary, representative office, affiliate, agent or third party shall be entitled to transfer any such information as required by any law, court, regulatory, Government authority or legal process. Further DBS is authorised to disclose any information with any person in connection with the provision of insurance and services to meet DBS Group's operational, administrative and risk management requirements. The Client authorises DBS to access all the Account(s) and records for the purpose of providing the Services.
12. The Client may provide personal data to DBS (including without limitation personal data of the Clients office holder, employee, shareholder, beneficial owner or customers) in connection with the Client establishing and maintaining the relationship with DBS. When providing any personal data to DBS, the Client confirm that they are lawfully providing the data for DBS to use and disclose for the purposes of: (a) providing products or services to the Client; (b) meeting the operational, administrative and risk management requirements of DBS Group; and (c) complying with any requirement, as DBS Group reasonably deems necessary, under any law or of any court, government authority or regulator.
13. DBS will not be liable for delay in the completion of fund transfer instruction except where there is gross negligence attributable to the omission by DBS, or lack of due care, or fraud on the part of any employee of DBS. While DBS shall endeavour to promptly execute and process the transactions as proposed to be made by the Client, DBS shall not be responsible for any non-response or delay in responding due to any reason whatsoever, including due to failure of operational systems or any requirement of law. The Client understands and acknowledges that DBS does not represent, warrant, guarantee or assume any responsibility for the quality, sufficiency or delivery of any goods/services provided by the Client to its customers and shall not be made party to any dispute between the Client and its customers. The Client agrees to resolve any dispute arising with its customers. DBS shall not be liable if it does not or is unable to stop or prevent the implementation of any erroneous instruction issued by the Client.
14. The Cash Management Services may be terminated by either party by giving one month's (30 days) notice without assigning any reason for such termination. All obligations incurred, on account of any act or omission done prior to termination shall survive any such termination and shall be discharged in full by each party.
15. The Client confirms to have taken all internal and requisite approvals and sanctions for availing the Cash Management Services on the terms and conditions herein contained and as set out in the Offer Letter. The applicable Cash Management Service Charges may be revised by exchange of letter between the Client and DBS and all the terms and conditions specified hereunder shall be applicable to these additions/ changes. DBS may deduct the Cash Management Service charges from any account held by the Client with DBS, as applicable from time to time for the services offered by DBS.

16. The Client agrees and undertakes to duly comply with all obligations pertaining to Cash Management Services as mentioned in the process guidelines / notes as detailed in the offer letter sent by DBS and as may be amended from time to time.
17. DBS shall not be liable for any failure to perform any of its obligations pursuant to these Terms and Conditions if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended, and DBS shall not be deemed to be in default so long as the Force Majeure Event continues, or the effect thereof persists. DBS shall inform the Client of the existence of a Force Majeure Event. "Force Majeure Event" means any event due to any cause beyond the reasonable control of DBS, including, without limitation, unavailability of any communication system, number of frauds, misuse, breach or virus in the processes or the payment and delivery mechanism, sabotage, fire, flood, explosion, acts of God, acts of government, changes in legislation, civil commotion, strikes or lockouts or industrial action of any kind, riots, insurrection, war, computer hacking, malicious, destructive or corruption code, programme or macro, unauthorized access to computer data and storage devices, trojan horses, worms, logic software, other bombs or other similar programs or routines, computer crashes, either of the DBS or the authorized bank etc.
18. The Client agrees that the process guidelines as detailed in the offer letter as may be amended by DBS from time to time will form a part of these Terms and Conditions.
19. The Client unconditionally agree to pay the charges, accept the terms and conditions contained in the offer letter and understand that the credit and debit to the Client's account would be made after considering the intervening bank holidays after deposit of instrument. Unless otherwise specified, charges for transactions to DBS linked accounts will be debited from the client's DBS account on regular basis. Charges for transactions to non DBS linked accounts will be debited from the collection amount and the net amount (minus the charges) will be credited to non DBS linked account. The charges once paid are not refundable.
20. **Assignment:** The Client shall not assign or transfer its rights and obligations under these Terms and Conditions without the prior written consent of DBS. DBS may however, assign or transfer its rights and obligations under these Terms and Conditions to any third party (including but not limited to its group companies, subsidiaries or affiliates etc.) without prior written notice to and without the prior written consent of the Client.
21. **Liability for Taxes:** In addition to agreed service charges as mentioned in the offer letter or the tariff guide in absence of offer letter, the Client will be liable for any goods and services tax, value-added tax or any other tax of a similar nature chargeable by law on any payment the Client is required to make to DBS. If DBS is required by law to collect and make payment in respect of such tax, the Client will indemnify DBS against such payments.
22. **Chargeback:** DBS reserves the right to debit the Client's DBS linked Account or from the proceeds of the Client, any amount related to a chargeback claimed by the counterparty of the transaction. The multiple debits may be effected if the available amount is not sufficient to cover the claimed amount.
23. Under this arrangement, all disputes, claims, controversies, disagreements, actions and proceedings arising out of or in connection with the services (including any non-contractual disputes or claims) (each, a "Proceeding") shall be governed by the laws of India and subject to the exclusive jurisdiction of the courts in Mumbai.
24. These Terms shall come into force with effect from the date of availing any of the Services contemplated herein by the Client and shall remain in force unless terminated in the manner specified hereinafter.

25. In the event that the Client wishes to terminate the contractual arrangement between the Parties in respect of any particular availed Service, it shall do so in the manner hereinafter contained, and such termination shall not affect rights, obligations, liabilities and these Terms vis-à-vis the other availed Services, in respect of which, these Terms shall continue to be fully binding on the Parties.
26. Unless expressly provided for in these Terms and Conditions, a person who is not a party to these Terms shall have no right to enforce or enjoy the benefit of any term of these Terms and Conditions. Notwithstanding any term of these Terms and Conditions, the consent of any person who is not a party to these Terms and Conditions is not required to rescind or vary these Terms and Conditions at any time.
27. If the event that any of the terms and conditions contained herein above is held to be in violation, invalid or unenforceable to any extent, the remainder of the terms and conditions shall not be affected and each of such terms and conditions shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable term or condition shall be replaced or deemed to be deleted from the Terms and Conditions with a term or condition which is valid and enforceable and most nearly reflects the original intent of the unenforceable term or condition, and the other remaining terms and conditions shall continue to have the same force and binding effect. DBS has made no express or implied warranty with respect to the services provided, including, without limitation, any warranties of error free performance, non-infringement of third party rights and/ or fitness for any particular purpose.