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## Consolidated Book For Mandatory Information



### A World First by DBS

World's Best Bank 2019, Euromoney  
Global Bank of the Year 2018, The Banker  
Best Bank in the World 2018, Global Finance

TRS\_T&CS/001/May 2020

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**TERMS & CONDITIONS**

## TERMS & CONDITIONS AND RULES

These are Terms and Conditions and Rules (TCR) applicable to services rendered by the bank for all Saving, Fixed Deposit, Current and Overdraft Accounts (collectively called "the said Account(s)") maintained with any one or more branches of DBS Bank India Limited in India ('Bank'). The term Bank means DBS Bank India Limited, its successors and assigns. The TCR would be subject to change from time to time as per the discretion of the bank and to give effect to regulatory and statutory changes.

The word "Instrument" would include cheques, drafts and pay-orders. The word "Customer" shall include both singular and plural meanings, and shall be used for both the genders and for the sake of convenience is being referred to in the masculine gender.

The word 'Account' refers to all accounts existing in the present and in the future (including but not limited to any changed or altered form in or in any form whatsoever including but not limited to usual Banking Services and any kind of Banking or Financial relationship), either held and/or operated and/or transacted singly and/or jointly at the Bank.

The Customer agrees to comply with and be bound by the TCR as existing now and with all additions, modifications and addendum thereto made at any time, and recognizes that the TCR herein are without prejudice to any right that the Bank may have with respect to the Account/s in law or otherwise.

The TCR may be read as a stand-alone document or be read with other such documents as may apply to a particular account/ situation/circumstance or transaction.

The account holder(s) shall abide by the rules of the Bank regarding the conduct of the account and the rules and regulations pertaining to Phone Banking, Door Step Banking and any other facilities and comply with them/ or any other rules that may be in force from time to time.

### 1. SAVINGS ACCOUNTS :

#### 1.1 ACCOUNT OPENING:

Savings Account may be opened by individuals, nonprofit making Trusts /Associations /Clubs and Hindu Undivided Families (HUF), upon being properly introduced in a manner approved by the Bank and consistent with prudential / KYC guidelines issued by RBI / IBA from time to time and requirements of the Bank.

Savings Account can be opened either singly or jointly, with one or more persons. A Savings Account opened jointly with one or more persons can be operated either jointly or severally or as per the mandate made available by the Bank. The arrangement decided upon will also hold for survivor/s in case of 'individual' accounts. The account holder can also authorise persons to operate the account on his behalf by providing a power of attorney, which will be accepted at the sole discretion of the Bank. Savings account can be opened for the sole purpose of savings and not for the purpose of business / trading / professional / profit making activity.

Only the Karta elected by all coparceners of the HUF can operate the Savings Account opened in the name of a Hindu Undivided Family (HUF). The Bank shall deal only with the male Karta elected by the HUF.

Any request for change in the signatories or in the operation mandate of the Savings Account must be made in writing signed by all account holders along with all documents, as may be prescribed by the Bank in its sole discretion. The same shall not be construed to have been duly received by the Bank, unless it is acknowledged by the Bank as having received the request.

An account may be opened on behalf of a minor by his/her natural guardian, or by a guardian appointed by a court of competent jurisdiction and will strictly be at the sole discretion of the bank.

#### 1.2 WITHDRAWALS AND INTEREST:

Total number of withdrawals during each six-monthly period should not exceed fifty, twenty four for no frills accounts, or as may be prescribed by the Bank from time to time. The Bank reserves the right to apply a service charge if more than the prescribed number of cheques is drawn in any six month period.

Withdrawals using withdrawal slips supplied by the Bank can only be made in case of Savings account opened by individuals and by the account holder in person.

The Savings Account should not be overdrawn. No instrument should be drawn on the Savings Account in anticipation of realisation of any other instrument or against uncleared effects, unless previously agreed in writing with the Bank. If an instrument is

drawn in anticipation of realisation of any other instrument or against uncleared effects, the Bank is not obliged to honour any cheques drawn by the account holder/s. If in doing so, the account would become overdrawn, the Bank reserves the right to debit the account with the charge for each returned cheque and also treat the debit balance in the account as an overdraft.

The rate of interest on savings accounts is subject to change from time to time, in accordance with directives of the RBI. The interest rates published on our Website from time to time will be final and applicable. You may view the applicable interest rates by visiting <https://www.dbs.com/in/treasures/common/interest-rates.page>. Interest will be calculated on daily available balance or as required by the regulator or as a result of banks own decision. Interest will be paid at quarterly rests or any other rests as the bank may decide from time to time.

The Bank reserves the right to close the Savings Account in case of irregular / improper conduct of the account or the account holder/s, which will include but not limit to non-maintenance of stipulated minimum balances, dishonour of cheques for want of funds, etc.

### 2. CURRENT ACCOUNTS :

#### 2.1 ACCOUNT OPENING:

Current Account can be opened by Individuals, Hindu Undivided Families (HUF), Sole Proprietorship Concerns, Partnership Firms, Private/Public Limited Companies, Associations, Clubs, Societies, Trusts or other Institutions, upon being introduced in a manner satisfactory to the Bank and in line with prudential / Know-Your-Customer ('KYC') guidelines issued by the Reserve Bank of India (RBI) from time to time. It shall also be at the sole discretion of the Bank.

Current Account can be opened either singly or jointly, with one or more persons. A Current Account opened jointly with one or more persons can be operated either jointly or severally as mandated with the Bank and as per the mandates allowed by the bank. The mandate decided upon will also hold for survivor/s in case of accounts opened by individuals. The account holder can also authorise persons to operate the account on his/her/its behalf by providing a power of attorney, which shall be accepted at the sole discretion of the Bank.

Any request for change in the signatories or in the operation mandate of the Current Account, must be made in writing signed by all account holders along with all documents, as may be prescribed by the Bank at its sole discretion. The same will be said as not duly received by the Bank, unless it is acknowledged by the Bank as having received the request.

The Current Account holder will provide details of any credit facilities they so enjoy with one or more Banks. In case the bank before opening such account may insist on obtaining a No Objection from the previous bankers then, the same shall be brought by the proposed account holder without any objection. In the event of an incorrect disclosure of not having banked with other bankers, the bank reserves its right to refuse opening of such account and or if opened, close the same at its own discretion. The Current Account holder agrees that the Bank, at its sole discretion, may permit the opening of a Current Account with the Bank, subject to such conditions as the Bank may prescribe.

#### 2.2 WITHDRAWALS AND INTEREST:

The Bank shall not pay interest on monies lying in Current Accounts as per the applicable guidelines prescribed by Reserve Bank of India (RBI) and would adhere to such guidelines as they change from time to time.

The Current Account should not be overdrawn. No instrument should be drawn on the Current Account in anticipation of realisation of any other instrument or against uncleared effects, unless previously agreed in writing with the Bank. If an instrument is drawn in anticipation of realisation of any other instrument or against uncleared effects, the Bank may (without being bound to) honour such instrument and in such an event the Bank may, at its sole discretion, levy penal / commercial rate of interest and may treat it as an overdraft. Customers will repay the Bank on demand, unconditionally the amounts of overdrafts that the Bank may grant from time to time in the account together with interest accrued thereon. This should not be construed as an agreement, either express or implied, that the Bank is bound to grant any overdraft facility. The Bank reserves the right to grant or deny customers requests for such overdrafts.

For overdrawn accounts, interest will be charged at prevailing interest rates on daily outstanding balance. Unless previously agreed in writing with the Bank, the Bank is not obliged to honour any instrument drawn on the Current Account if in doing so the Current Account would become overdrawn. In this circumstance, the Bank reserves the right to debit the Current Account with the charge of each returned instrument. Cash withdrawals should only be made using the printed cheque forms supplied by the Bank and / or through ATMs if installed. The Bank may, at its sole discretion, close the Current

Account in case of irregular / improper conduct of account, or of the account holder/s, which will include but not limited to non-maintenance of stipulated minimum balances, dishonour of cheques for want of funds, etc.

### 3. TIME DEPOSIT ACCOUNTS :

The Bank accepts deposit for fixed periods. Details about various periods, current rates of interest and minimum deposits are available upon request. The rate of interest is subject to the directives that may be issued by the RBI from time to time as well as to the guidelines issued by the Bank. The Bank has the right to offer differential rates over a prescribed value as decided from time to time by the RBI. Deposits are accepted in accordance with the directives laid down by the RBI from time to time. The terms and conditions applicable may be altered in pursuance of these directives and the same will be binding on the depositor(s) with or without notice.

The deposits accepted under the scheme cannot be transferred by you and are payable only on maturity at the banks branches in India. In terms of the Income Tax Act provisions, repayment of deposits (if total amount of deposit held by a customer together with interest aggregating Rs. 20,000/- or more) shall be made by an "Account Payee Cheque" or "Account Payee Bank Draft" in the name of the account holder/s or by crediting the amount to the account, if any, of the depositor/s with the Bank. This would be subject to change as per directions of the Income Tax Authorities or RBI guidelines.

In absence of maturity instructions on Term Deposits, Individual/HUF/Trust/Society: We will renew your deposit, unless we hear from you to the contrary, for the same period as the original deposit, at the prevailing rate of interest.

Others: We will credit your Current Account with the maturity proceeds. In the event where you do not hold a Current Account with us, we would hold the maturity proceeds with us till further instructions from you.

Fixed deposits (with reinvestment option) will be renewed with interest whereas for fixed deposits (with interest pay-out option), only the principal will be renewed. Interest on fixed deposits will be credited to the current/savings account of the customer or as per instructions given by the customer and agreed by the Bank. The renewal will be in accordance with the provision of the relevant RBI scheme / guidelines in force at the time of renewal.

The bank maintains the right to allow premature withdrawal of time deposits at its discretion. The bank however does not permit the partial premature withdrawal of time deposits. If premature withdrawal is permitted, the payment of interest on the deposit may be allowed in accordance with the prevailing stipulations laid down by RBI, as well as guidelines issued by the bank in this regard. The Bank shall pay interest and /or charge prepayment penalty on the deposit which is prematurely withdrawn in accordance with the applicable rules laid down by the Bank and Reserve Bank of India.

The Bank shall, on written request from all depositors, allow withdrawal of a Resident NRO Term Deposits and NRE/FCNR Deposits prior to the date of its maturity. The interest on prematurely withdrawn Resident/NRO Term Deposits and NRE/FCNR Deposits will be paid for the period that such deposit is held, at the rate prevailing on the date of placement of such deposit or the contracted rate, whichever is lower, subject to a deduction of a 1 % penalty. This penalty is applicable for all Term Deposits of any amount. The Bank also may at its discretion additionally levy Swap cost for premature withdrawal of FCNR deposits. In the event interest already paid is in excess of what is payable, the excess interest shall be recovered from the proceeds of the Deposit. However, no interest will be paid in case of NRE/FCNR Deposits prematurely withdrawn before the expiry of 1 (one) year from the date of deposit or its renewal. However, the Bank, at its discretion, may disallow premature withdrawal of large deposits held by entities other than individuals and Hindu Undivided Families. In this regard any directions of the RBI or Income Tax authorities would be followed. Signature of all the Joint Account holders' is necessary for such premature breakage unless otherwise previously authorized/mandated in writing by the account /deposit holders. As per RBI circular number RBI/2012-13/168 dated 16Aug12, it is to be noted that the premature withdrawal of Joint Holders deposits with "Either or Survivor/Former or Survivor" mandate is allowed by surviving account holder on the death of the other account holder subject to the mandate being made jointly at the time of account opening. The Bank shall permit account/deposit holders to make a premature breakage of Resident/NRO Term Deposit provided that the recovery of interest already paid is recovered from the proceeds of such Resident/NRO Term Deposit, as the case may be Tax is deductible by the bank if the total interest earnings of all resident fixed deposits of the customer during the financial period 1 April to 31 March are in excess of the threshold amount prescribed. The Government of India may change these thresholds. The deduction of tax is on a payment basis, except as at 31 March when it is on an accrual basis. The rate at which the tax will be deducted will be as per the applicable/governing laws. Once the tax has been deducted by the Bank, it will not be refunded and to obtain the requisite refunds on account of tax deducted at source shall be the sole liability and responsibility of the customer.

The bank is authorised to prematurely or otherwise uplift /encash the deposit as per the

signature mandate for operation of the current/ savings account. Recurring deposit installments should be paid regularly on or before the agreed date and no installments should be in arrears during a month. If no date is agreed, the last date of the calendar month will be considered as the date of payment. In case of default(s) in the payment of monthly installments under the Recurring Deposit Scheme, the Bank will at its sole discretion, with or without notice to the depositor(s), either levy penalty or stop the account and transfer the balance to a non-interest bearing account. The Bank reserves the right to change the penalty so levied at its sole discretion.

An account may be opened on behalf of the minor by his/her natural guardian, or by a guardian appointed by a court of Competent Jurisdiction. This will be subject to the current rules of the bank. Upon the minor attaining majority, the right of the guardian to operate the account will be deemed to belong exclusively to the minor who has attained majority. The minor should acknowledge / opt for operating the account as a major in writing.

Payment of proceeds of matured deposits will have to be collected by the Depositors in the form of pay orders or on instruction will be credited to their accounts or will be sent by courier to their address as per their request in the account opening form. Where courier delivery is requested, the Bank will not be responsible for any delay and no claims against such delay whatsoever will be entertained. All Resident/NRO time deposits which have not been renewed or redeemed on or after their respective maturity date ("overdue deposits") will earn interest for the period after the date of maturity till the date of redemption of the deposit as per the interest rate applicable. The interest rate applicable shall be either the prevailing Resident/NRO Savings Bank rate at the time of redemption of the deposit or the Resident/NRO Savings Bank rate at the maturity date of the deposit, whichever is lower.

All NRE deposits which have not been renewed or redeemed on or after their respective maturity date ("overdue deposits") will earn interest or the period after the date of maturity till the date of redemption of the deposit as per the interest rate applicable. The interest rate applicable will be either the prevailing NRE Savings Bank rate at the time of redemption of the deposit or the NRE Savings Bank rate at the maturity date of the deposit, whichever is lower." All FCNR deposits which have not been renewed or redeemed on or after their respective maturity date ("overdue deposits") will earn interest on the basis of guidelines issued by the Reserve Bank of India at the time of redemption of the deposit. In the event of the death of the depositor/s, premature termination of term deposits would be allowed subject to the following conditions:

1. Guidelines given in the RBI circular DBOD. No. Leg.BC.95/09. 07. 005/2004-05 dated June 09, 2005, shall be followed and this would include any amendments thereto.
2. The threshold amount eligible for such requests would be as per the policy of the bank which is subject to change.
3. Bank would entertain requests only if it is satisfied with the eligibility of the claimant's / nominee's as per criteria set by RBI.
4. In approved cases subject to conditions stated above, the bank shall not levy any penal charges for premature termination.
5. For all other terms deposits the prevailing terms and conditions would apply. The bank would issue a "deposit confirmation" for the term deposits placed with the bank. The same are for the purpose of intimation to the customer of having placed deposits with the bank, and shall not be treated as deposit receipts. In the event of a part withdrawal of the term deposit/s, a fresh deposit confirmation shall be issued by the bank for the reduced amount of deposit. No sooner this is issued to the customer; the earlier or the old deposit confirmation in the hands of the deposit holder shall be treated as cancelled, without any further act or intimation on the part of the bank.

### 4. NON RESIDENT ACCOUNTS :

The opening and maintenance of these accounts is subject to rules and regulations introduced or amended from time to time by Bank, regulatory and statutory authorities. The Customer shall abide by the provisions in this regard and in accordance with the Exchange Control Regulations as may be laid down by the Reserve Bank of India from time to time.

The Customer shall not make available to any person in India any foreign currency against reimbursement in rupee or in any other manner in India. The FCNR/NRE/NRO account shall be opened in the Customers' name(s) solely on declaration made by the Customer. The Customer undertakes to intimate the Bank about his/her/their return to India for permanent settlement immediately on arrival. The Customer shall confirm that the monies placed with the Bank do not represent proceeds from any activities undertaken by the Customer which would be deemed illegal in the country from which the funds emanated or in the country where the transactions are concluded or in the country wherein the said monies are placed.

The customer understands that the rules and tariff are subject to change at the sole discretion of the Bank. The customer(s) confirms being persons of Indian origin not

residing in India. The customer(s) understand that the above account/deposit will be opened on the basis of statements made by them. The customer(s) also confirms that his/ their residential status as per Indian Income Tax Act 1960 is Non Resident Indian and agrees and undertakes to inform the Bank in writing of any change in residential status.

These accounts with the Bank in India are under the RBI Program for Non Resident Indians and are not insured by the Federal Deposit Insurance Corporation (FDIC) of the USA or CDIC or by any other insurance company or corporation outside India, nor protected by the Deposit Protection Scheme under UK Banking Act, 1987.

Under Section 10 (5) of FEMA 1999 the customer also declares that all foreign exchange transactions as may be entrusted by him/her to the Bank from time to time do not involve and are not designed for the purpose of any contravention or evasion of the provisions of the aforesaid Act or of any rule, regulation, notification, direction or order made there under. The customer also agrees to undertake to give such information/documents as will reasonably satisfy the bank about the transaction in terms of the above declaration. The customer also understands that refusal to comply with any such requirement or make only unsatisfactory compliant therewith the Bank shall refuse in writing to undertake the transaction and shall if it has reason to believe that any contravention/evasion is contemplated by the customer report the matter to RBI.

## 5. COMMON RULES FOR SAVINGS/CURRENT/FIXED AND NON RESIDENT ACCOUNTS :

The bank shall decide on the initial minimum deposit to open Savings/Current/Fixed Deposit/Non-Resident account and would be as per the Bank's current norms. The Bank reserves the right to change these norms without prior notice of the same. As per the bank's norms the minimum account balances should always be maintained, failing which a service charge will be levied. Service charges would be levied by the bank from time to time at its sole discretion. The bank further reserves the right to change these rates/charges or re-negotiate them depending upon relationship of a customer. The bank also reserves the right to close such accounts where minimum account balances as per the Bank's norms are not maintained.

The account holder/s is / are required to return all the unused cheques/ATM/Debit card (if any) to the Bank when the account is closed. As per the Bank's current tariff a charge will be recovered from an account holder who closes an account before the expiry of specified period from the date of opening the account. Savings/Current/Fixed Deposit/Non-Resident Account holders shall not dispute the levy and recovery of the charges as stated above or any other charge, which the Bank is required to recover as per its current Account Rules and Service charges.

## 6. RESIDENT FOREIGN CURRENCY (DOMESTIC) ACCOUNTS :

Any person who is resident in India may open, hold and maintain a foreign currency account known as Resident Foreign Currency (Domestic) account out of foreign exchange acquired in the form of currency notes, bank notes and travelers Cheques:

- while on a visit to any place outside India by way of payment for services not arising from any business in or anything done in India;
- from any person not resident in India and who is on a visit to India, as honorarium or gift or for services rendered or in settlement of any lawful obligation; or
- by way of honorarium or gift while on a visit to any place outside India; or
- represents the unspent amount of foreign exchange acquired by him from an authorized person for travel abroad; or
- earned and/or gifts received from close relatives (as defined in the Companies Act) and repatriated to India through normal banking channels by resident individuals. Foreign exchange earnings could be through export of goods and/or services, royalty, honorarium, etc.

The permissible debits to the account shall be for payments towards a current account transaction in accordance with provisions of the Foreign Exchange Management (Current Account Transactions) Rules, 2000 and towards a capital account transaction permissible under the Foreign Exchange Management (Permissible Capital Account Transactions) Regulations, 2000. No interest shall be payable on this account. Accounts can be maintained in USD, GBP and EUR. These accounts can be sole accounts only and Nomination facility is available on these accounts. The customer shall abide by all the Exchange Control Regulations and guidelines as stipulated by the Reserve Bank of India, from time to time, covering the operations of the account. Additionally the customer shall confirm the following for issuance of the cheque book.

The cheques will be issued for approved purposes only and the relevant exchange control regulations governing the transaction will be complied with. The relevant documents giving complete details of the payment along with an application on Form A1/A2 shall be submitted within 7 days to the bank, from the date of issue of the cheque. In the event of non-compliance of the above, there is no onus on the part of the bank to make any payment and the bank can return the cheque issued.

Funds in these accounts can be converted to INR and used for any purpose (current & capital account transactions) without any restrictions. Drawals in foreign currency can be done in the same manner, with the same limits and documentation requirements as can be done from INR denominated accounts of these individuals as permitted under FEMA. Customer's presence is required at the Bank for all credits (including the Funding Transaction). The CDF (currency declaration form as per FEMA Regulations as amended from time) must be provided in all cases where aggregate value of foreign exchange in the form of currency notes, bank notes or travelers cheques brought in by such person does exceed USD 10000/- or its equivalent and/or the aggregate value of foreign currency notes brought in by such person exceeds USD 5000 or its equivalent.

## 7. ACCOUNT CLOSURE :

Bank may in its absolute discretion be entitled to close any Account/s, Deposits mentioned above by giving 30 days written notice to this effect to the Customer. Bank shall not be liable for any consequences arising out of such closure of any Account including but not limited to return of cheques unpaid after the expiry of such notice period. On closure of Account, Bank shall remit the amount outstanding to the credit of the Account, if any, by pay order/cheque to the address of the customer recorded with the Bank. Customer may close the Account at any time without any notice to the Bank. However the Bank shall be entitled to refuse the closing of the Account till such time all charges, interest, expenses, dues etc. payable by the customer to the Bank have been paid in full. The customer shall be responsible at the time of closing of Account to return all unused cheque leaves to the Bank. The customer shall also inform the Bank with regard to the cheques issued but yet to be presented. Notwithstanding the above, the Account may be closed at the Customer's request and in case any cheque issued by the Customer is presented to the Bank after the closure, the Customer shall alone be responsible for dishonour of the same. The Customer shall indemnify and keep the Bank indemnified against any loss or damage that the Bank may suffer on account of dishonour of cheque due to closure of the Account. Without prejudice to the Bank's right to claim from any of the customer's funds/ assets/ account(s) in the Bank's possession or care, the customer hereby unconditionally, irrevocably and without demur agrees and undertakes to immediately pay the Bank, in such manner as specified, upon the Bank written demand and without cavil or argument any sum or sums so claimed.

## 8. GOVERNING LAW :

All Accounts shall be governed and be subject to laws of India and the guidelines as may be issued by Reserve Bank of India from time to time. The Courts of the city in which the branch of the Bank in which the Account is/was opened shall have the exclusive jurisdiction to entertain any disputes or claims that may arise in relation to the said accounts, and the customer and the Bank shall unconditionally submit to jurisdiction of these courts. Notwithstanding the above, this shall be without prejudice to the Bank also having the right to bring / file a claim in any other court or judicial forum at any other jurisdiction in India or outside India. The position or decision as the Bank may take on anything related to the Accounts shall also be final and cannot be disputed by the customer under any circumstances.

The Bank's obligations in respect of any deposit held or received including repayment in whole or part thereof and/or any Account shall be subject at all times to the applicable laws and regulations in India and the guidelines as may be issued by the Reserve Bank of India from time to time.

## 9. CHEQUE BOOKS :

An application for a cheque book on Current/Saving Account must be made on the Bank's requisition slip or through Electronic banking or Phone banking as may be the procedure informed to the customer. The requisition slip if used should be duly signed by the account holder/s should be submitted to the bank. All cheque books issued by the Bank should be kept in a secure place at all times. The Bank shall not be responsible if frauds occur due to the negligence of the customers in keeping the cheque books secure.

The Bank may refuse issuance of cheque books on accounts which are not maintained satisfactorily and/or when an excessive number of cheques from previous cheque books remain unused. Any alteration on a cheque should be authenticated by the drawer's full signature; otherwise payment of the cheque will be refused. The Bank may send cheque book/s by registered post/courier to the address recorded with the Bank and debit the cost to the account. The Account holder must check up with the Bank if the cheque book is not received within 7 days from the date of making the request. The Bank will not entertain any complaint for non receipt or wrong delivery or interception etc. of the cheque book by any one in any manner if the account holder does not report to the Bank the non-receipt of cheque book within 7 days.

## 10. STOPPAYMENT :

Customer may, if required, ask for a stop payment on any of the cheque or range of cheques issued by the Customer subject to the condition that, these instructions may be

carried out by the Bank within two working days from the date of receipt of such instructions by the Bank. Any Account, which has a mandate for joint operations, the stop payment instructions must also be signed in the same manner as applicable to the operations of the Account. Accordingly the Bank shall not be liable or responsible for clearing of cheques, or any consequences thereof, with respect to which stop payment instructions have been received by the Bank, if such instructions have been received by the Bank on a date which is earlier to two working days from the date the said Cheque(s) were received in clearing or not signed as per instructions pertaining to operations of the Account. The charges for this service will be debited to the Account as per the prevailing schedule of charges. Customer(s) will not dispute any action taken by the Bank pursuant to any instruction received by the Bank, by telephone/fax/other electronic medium, irrespective of whether such instructions have been issued by the customer or not, and even if such instructions have been received by the Bank but have not been acted upon or have been improperly/incorrectly acted upon, with respect to any Account(s) of the Customer, existing and those that may be opened in the future, singly or jointly, with the Bank, nor make any claim on the Bank for any consequences, direct or indirect, thereof, including without limitation any and all losses, liabilities, claims, prosecutions, expenses (including attorney fees and legal costs), costs and the like incurred/suffered by the Customer(s) thereof. Customer(s) shall fully indemnify and hold the Bank/its officers/ employees/agents/representatives harmless against the same as well as any losses /claims /prosecutions/liabilities/expenses (including attorney fees and legal costs), costs and the like suffered/incurred by the Bank as a result thereof or arising out of the instructions received by the Bank with respect to the Account over the telephone/fax/other electronic medium in general and in particular to nonpayment of any cheque(s) due to stop payment instructions issued by the Customer verbally or otherwise with respect to any cheque/ payment of any cheque(s) by the Bank despite stop payment instructions issued by the Customer verbally or otherwise with respect to any cheque(s). For stop payment instruction(s) deposited in the Drop Box or communicated over Electronic Banking by the Customers, the Bank shall not be responsible or liable for non-processing or delayed processing of such stop payment instruction(s) and consequential losses, if any, and for clearance of the cheque(s) covered by such stop payment instruction(s).

#### 11. DISPLAY AND CHANGES IN TERMS CONDITIONS AND RULES :

Copies of Terms and Conditions and Rules (TCR) are available at each branch of the Bank. The Bank may make changes/ modification/alterations/ additions/ deletions to all/any of the TCR at any time and without any prior intimation to the customer. The customer shall be informed via the usual modes of communicating notices and / or changes shall be highlighted on the Bank's Internet Banking site and will be available at all DBS Bank branches, prior to changes being made effective.

#### 12. DEATH OR INCOMPETENCE :

The Customer agrees to notify the Bank promptly if any account holder or authorized signatory of the Account dies or is declared incompetent to contract by a Court/Competent Authority. Bank may place a hold on the Account and stop all operations when an any account holder/authorized signatory dies or is declared incompetent or a restriction is placed on its operations, although the Bank may continue to levy charges/interest on such accounts and claim such amounts as are due to it under any bankers lien or otherwise. In case of death of any of the account holder(s), Bank may retain any and all funds in the Account until it establishes the identity and credentials of the successor to its satisfaction, which may include insisting on a succession certificate/probate of a will.

#### 13. CHEQUE / CASH DEPOSITS :

All cheques / cash deposits and credits to the account will be subject to verification / realisation by the Bank and these verified / realized amount(s) as reflected in the Bank Statement supplied to the Account holder(s) will be binding on them.

#### 14. STATEMENTS OF ACCOUNTS :

"Statement of Accounts for each account in the printed form or where the customer has requested to receive the statement by Electronic Services ("Electronic Statement"), shall be issued on a frequency as determined by the Bank for each Account. "Electronic Services" includes DBS Phone Banking, Internet banking ("iBanking"), automated teller machine ("ATM"), cash Acceptance Machine ("CAM"), IDEAL Server to Server and EFTPOS services and any other services or facilities offered via electronic means in or outside India. Where the customer has more than one account with the Bank and has requested for an Electronic Statement for any one of his accounts, the Bank shall send the statement via Electronic Services for all his accounts. Excluding what may not be applicable to NR/PIO/OCB customers; only one statement of Account shall be issued if the customer opts to link related Accounts. No separate statement of Account will be issued for such related Accounts. Unless disputed by the customer within 15 (fifteen) days of receipt of the Statement of Account, the same would be deemed to be correct. Bank reserves the right to rectify discrepancies, if any, at any point of time. If customer delays in examining the statement of Accounts or in reporting a discrepancy or problem, it may

affect Bank's ability to rectify the discrepancy or resolve the problem, and customer is liable for the losses that may occur. The customer further confirms/declares that any lapse, omission, or neglect on his part to notify the Bank about any such doubtful debit /withdrawal in time, would not render the Bank liable for any consequences resulting there from. All the statements will be mailed to customer's address as per Bank's record. The customer authorizes the Bank to engage and utilize the services of third parties /vendors to mail the statements and/or other documents/material. Bank is not responsible for statements lost in mail or transit and the customer should contact the Bank for duplicate statements, if required. In addition, we reserve the right, without prior notice to you, to add and/or alter the entries in the statement of Account, Electronic Statement and transaction advices, deposit advices and records ("Transaction Records"). If there are any incorrect or missing entries or amounts stated in these documents, we will inform you thereafter.

Without prejudice to the foregoing, at our discretion, we may, upon your request, allow you to receive specific prompts (the "Electronic Advice") in respect of certain content provided by us from time to time ("Content"). An Electronic Advice maybe be notified by electronic mail, facsimile transmission, mobile devices and/or other electronic means subject to the relevant terms and charges of your or any third party's network, telecommunication or mobile phone service provider(s). You agree and acknowledge that an Electronic Advice may be delayed or prevented by factors affecting the service providers, stock exchanges, currency markets, and other relevant entities and we do not guarantee the delivery, time lines or accuracy of the Electronic Advice or Content. You also acknowledge that Electronic Advice may be subject to certain time lags and/or delays. We reserve the right to vary the features of any Electronic Advice and to suspend or terminate an Electronic Advice service at any time. We shall not be liable to you or anyone else for losses, damages or expenses arising from (a) non-delivery, delayed delivery or wrong delivery of an Electronic Advice; (b) in accurate or inadequate content" or © use or reliance by you or any third party on the contents of an Electronic Advice for any purpose, including investment and business purposes. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, accuracy, adequacy, currency or reliability is given in respect of the Content. We further do not warrant the security of any information transmitted to you through Electronic Advice. You acknowledge and accept the risk of the Electronic Advice being accessed by unauthorized third parties.

If any Statement of Account, Electronic Statement or Transaction Record is returned undelivered, we will not send you any Statement of Account or Transaction Record in future until you update your account mailing address with us.

#### 15. CUSTOMER'S DUTY :

You shall :

- (a) Monitor the balance of your Account at all times and notify us in writing immediately of any unauthorized debits or withdrawals from the Account or of any matter concerning your Account that may invite suspicion;
- (b) Sign and confirm any confirmation slip, including that related to auditing purposes (if requested to do so) and promptly notify us of any change in your address or personal information;
- (c) Examine all debit and credit entries in the statement of Account, updated passbooks, statements, Electronic Statement and Transaction Records and report any omission from or debits or credits wrongly made or made without authority or inaccurate entries in such Statement of Account, electronic statement and/or Transaction Records. You must object to such debit or credit entries or omissions or any other inaccuracies within 14 days after receiving the Statement of Account, or Transaction Records, or in case of an Electronic Statement within 14 days from the statement date. If you do not do so:
  - i. Such entries made in the Statement of Account, Electronic statement or Transaction Records will be deemed correct and conclusive without further proof as against you that the Statement of Account, electronic Statement or Transaction Records contain all credits that should be contained in these documents and do not contain any debits that should not be contained in these documents;
  - ii. You will be bound by the Statement of Account, Electronic Statement and the Transaction Records; and
  - iii. We will be free from all claims in respect of any and every debit or credit item shown in the Statement of Account, Electronic Statement and the Transaction Records.

#### 16. ISSUANCE OF DEMAND DRAFTS :

The Bank reserves the right to select the agent/correspondent bank to draw demand drafts upon. Encashment of the said draft is subject to the rules and regulations of the country where the encashment is to be made. Neither the Bank nor its correspondents or agents shall be liable for any loss or delay caused by any such rules and regulations. If a refund of the draft amount is desired from the Bank by the applicant, the Bank shall, at its discretion,



make the payment to the applicant at the prevailing rate for the relevant currency less all charges and expenses. If a draft applied for is lost, stolen, or destroyed the applicant may request for a replacement draft or a refund. The applicant must, first provide the Bank with a letter of indemnity from the account holders and the beneficiary of the draft and such other documents as the Bank shall prescribe from time to time in this regard to protect the Bank against liability with respect to the lost, stolen or destroyed draft. All charges/commission outside India are to the beneficiary's account, unless specified. The Bank reserves the right to revise the charges from time to time with prior notice.

#### 17. WAIVERS :

If the Customer decides to utilize any or all of the Services, he agrees, to provide correct, adequate, complete and clear instructions and information in the required medium or method, as is required by Bank, in the absence of which he shall not dispute any action, non-action, commission or omission by the Bank pursuant to such instructions received by the Bank and in such an event waives all his rights whether bestowed statue, tort or any legal whatsoever without limiting the Bank's rights, liens, claims on the Customer whatsoever and the right to call claim and get reimbursed. The bank shall be indemnified by the customer for all losses, costs of whatsoever nature attributable to the operation of the Account or any consequence thereof if it can be established that the customer did not provide correct, adequate, complete and clear instructions and information in the required medium or manner, as is required by Bank.

#### 18. WORKING DAYS :

Working days means the days, which are not Sundays, or days that are declared as holidays in accordance with the Negotiable Instruments Act, 1881. Customer recognizes that the even though the Bank may be open for business on Sundays or holidays in accordance with the Negotiable Instruments Act, 1881, the same would not be deemed as working days for the purpose of these Terms and Conditions and Rules

#### 19. DISCLOSURES :

The Customer hereby irrevocably authorizes the Bank to disclose at any time if required by any applicable laws, regulations and/or court order for any other purpose, or when Bank regards such disclosure as necessary or expedient any information whatsoever relating to the Customer, Customer's account details, personal particulars, transactions or dealings with the Bank, to any court of competent jurisdiction, quasi judicial authority, law enforcement agency, relevant wing of Central Government or State Government, RBI, Income Tax authorities, Statutory Authorities, financial institutions, Credit Bureaus / agencies / vendors or any company which is an affiliate or associate or subsidiary, head office, or any other branches or Group Company of the Bank. The Customer also agrees to provide to the Bank information required by law or regulation, or any other information the Bank may reasonably request from time to time.

#### 20. GENERAL :

A recent authenticated photograph of each account holder is to be submitted for all accounts in the Bank. Nomination facility is available with the bank and the same is subject to Banking Company (Nomination) Rules 1985 or as amended from time to time. Succession to the amount lying to the credit of the account and / or operation thereof on the death of the person authorised to operate upon the account shall be in accordance with the rules for the purpose prescribed by the Bank from time to time and effective at the date of the claim. All RBI / IBA guidelines in this regard shall be followed by the bank. For joint accounts, all communication shall be addressed to the first account holder and this shall constitute communication to all account holders. Accounts upon which an attachment order or other legal notice prohibiting operation of the account has been received from any authority will be blocked and no further operation will be allowed until the prohibition order is removed/vacated. Though the Bank will endeavor to inform the customer about any such order, the bank however is not obliged to do so. Except the above, no other correspondence with the authority issuing the prohibitory order will be provided to the customer. Customer transactions will be entertained during normal banking hours as may be in force from time to time. All account holders should notify the Bank in writing, of any change of address as soon as possible. If such a notification is not received by the Bank, the Bank will not be responsible for returned/lost mail/wrongly delivered mail etc. or any loss or damage so caused to the customer in this regard. Each account will be allocated a distinct number which must be quoted in all transactions and correspondence with the Bank. The Bank may without notice combine or consolidate account/s of any customer having liabilities to the Bank and set-off or transfer any sum/s standing to the credit of such accounts or any other sum/s toward the account holder/s liabilities to the Bank or in any other respect whether such liabilities be actual or contingent, primary or collateral and joint or several. Cheques, dividend-warrants and other instruments in the name of payees, other than account holder will not be accepted for collection. For the purpose of and in the course of providing good and efficient service to customers, the Bank shall share all information about the customer(s) accounts/deposits with its group companies or vendors, whether based in India or offshore. For the purpose of and in the course of opening the account/s or providing

services to customers, the Bank may be required to engage the services of specialised and other service providers /agents/vendors for this purpose the customer consents that the bank may provide any information regarding customer's accounts to any such Service Provider/agent whose services bank avails in this regard.

Customers giving standing instructions for any operation on their account, must be given in writing. Also the revocation of such standing instructions must again be given in writing. In joint accounts, all joint account holders must sign such standing instructions. Customers authorizing Electronic Clearing Debits to their accounts must convey the revocation of such an instruction in writing to the Bank. Deposits and their payments are governed by the laws in effect from time to time in India and are payable at the branch of the Bank in India, where the deposits were made. The Bank has the discretion to allow withdrawal at any other branch in India. The Bank shall not be liable to pay the proceeds of the deposit at any Branch or Office (including the Head Office) outside India. All instructions relating to the maintenance of the account shall be given in writing, satisfactory in form and content to the Bank. The bank will not be bound to pay any interest on the deposit(s) held with it if any of the statements/declarations made by the customer are found to be incorrect in material particulars.

#### Notices:

##### Communication from the Bank.

In line with normal banking practice of the Bank or as agreed with Customer, the Bank may send any account statement, deposit confirmation or confirmation of any transaction, correspondence, notice or other communication to the Customer by:

- (a) hand or by post to the postal address for Customer as per the records of the Bank;
- (b) fax to the fax number we have for the Customer in our records;
- (c) email to the email address of the Customer as per the records of the Bank we have for the Customer in our records; or
- (d) using electronic services or any other electronic media.

Where necessary, the Bank can also give any notice and communication through the press, radio, television, internet or any other media at the discretion of the Bank choose. Any communication from the Bank to the Customer will be deemed to have been received by the Customer:

- (a) if delivered by hand – the time it is delivered;
- (b) if sent by post – three business days after posting;
- (c) if sent by email – at the time of sending to the Customer's email address;
- (d) if sent by electronic services – at the time it was sent; and
- (e) if made through the press, radio, television or internet – at the time it was made

##### Communication from the Customer.

Any notice, instruction, correspondence or other communication the Customer gives the Bank must be in writing and must be received by the Bank. The Bank may accept instructions by phone or over the counter, by fax, electronic services or by any other mode that the Bank may agree with the Customer. The Customer must provide to the Bank any application forms, authorisations or other documents as may be required by the Bank.

Foreign Account Tax Compliance Act (FATCA) for compliance with tax requirements

#### 1. Disclosure of information:-

The Customer authorises the Bank to disclose any personal and account information ("Personal Information"), where such disclosure is required by any applicable laws (including applicable laws imposing any reporting and/or withholding obligations on us such as the United States Foreign Account Tax Compliance Act as may be amended, superceded or replaced), to:

- (a) any of our branches, representative offices, related companies, subsidiaries, or any of our other offices, wherever situated;
- (b) any government, quasi-government, regulatory, fiscal, monetary or other authority, agency body or person, whether in India or elsewhere; and
- (c) any party to whom we are under a duty to disclose or where we in good faith deem it in our interest to make such disclosure

#### 2. Notification of change in circumstances:-

The Customer will promptly notify the Bank in writing of any change in:

- (a) particulars of the Customer, circumstances, status, including any change in citizenship, residence, tax residency, address(es) on record, telephone and facsimile numbers and email addresses; and
- (b) (where applicable) constitution of the Customer, shareholders, partners, directors or company secretary, or the nature of the Customer's business

### 3. Cooperation with enquiries:-

The Customer will cooperate fully in respect of any enquiry that we the Bank may make for the purposes of compliance with any applicable law (including the United States Foreign Account Tax Compliance Act (as may be amended, superceded or replaced) and/or any other reporting and/or withholding requirements of any government) including promptly providing all relevant information, details and/or documents as may be necessary to enable us to comply with the same

### 4. Right to withhold payments or close Accounts:-

Any sum that may be payable by us the Bank to you the Customer shall be subject to all applicable laws, including any withholding tax requirement, foreign exchange restriction or control. You The Customer agrees and acknowledges that pursuant to the foregoing we may perform, or cause to be performed withholding of any monies payable to you the Customer, deposit any such monies into a sundry or other account and/or retain such monies pending determination of the applicability of such withholding tax requirement, foreign exchange restriction or control. We The Bank shall not be liable for any losses that may be incurred by reason of such withholding, retention or deposit.

### 5. Inconsistent terms:-

If there is any inconsistency between the terms herein and any other terms governing the relevant product and/or service, the terms herein shall prevail insofar as they relate to our compliance with tax, reporting and/or withholding requirements (including but not limited to the United States Foreign Account Tax Compliance Act as may be amended, superceded or replaced).

### 6. Assignment:-

You agree and accept that these TCR, the obligations and rights arising under these TCR, may be assigned or otherwise transferred to a third party by DBS Bank India Limited without notice and/or your prior written consent.

## 21. RIGHT OF LIEN AND SET-OFF:

The Bank 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, including amounts lying in fixed deposits held in the customer'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 customer lying or that may come into the possession of the Bank from time to time for safe keeping or otherwise in any of the Accounts of the Customer maintained with the Bank [joint/single] to the extent of all outstanding dues, whatsoever, and howsoever arising. Without prejudice to the contents of the preceding paragraph, the Bank has and shall have a paramount and irrevocable right to reverse any entry (debit or credit) made in the Account with reference to any transaction carried out on the ATM, EDC, POS, Internet Banking, Phone banking, cheque deposit, Kiosk, or otherwise whatsoever, where in the course of any scrutiny, verification, checking, investigation, audit or otherwise for whatsoever reason or action by the Bank, it is found or determined that the entry was incorrect, was not accompanied by proper supporting documents /authorizations, or for whatsoever reason was incorrect or did not meet any rules or regulations or specifications including but not limiting to those of the Bank or otherwise. The Bank shall have and shall continue to have a lien on the Account of the customer to recover such costs, damages or liability that the Bank may incur or be imposed and shall further have the right to claim and recover any shortfall from the customer.

## 22. ELECTRONIC BANKING:

All banking transactions and services carried/availed by the customer other than by direct personal interface with the branch of the Bank such as over telephone, POS (Point of Sale), EDC (Electronic Data Capture Terminals), Internet Banking, Mobile Phone, fax, kiosks or other electronic mediums are referred to as "Electronic Banking". The above facilities are provided as a convenience to the customer only and the customer may avail the facility at his own risk, and that by having an Account with the Bank and/or use of this facility the customer agrees unconditionally not to contest any transaction carried out or not carried out by the Bank, over and by Electronic Banking, and shall accept the record of the transaction maintained by the Bank, without any demur or protest, and hold the Bank harmless against any loss, or consequences thereof. In addition to conditions and features as mentioned elsewhere in these Terms and Conditions and Rules, some of the additional conditions and features and the basis on which the services are offered by the Bank over various channels of Electronic Banking are given below.

### 22.1 ACCURACY OF INFORMATION:

The customer is solely responsible for the correctness of information supplied to the Bank through the use of Electronic 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, incorrect or incomplete information supplied by the customer. If the customer suspects that there is an error in the information supplied to the Bank by him, he

shall advise the Bank as soon as possible. The Bank will endeavor to correct the error wherever possible on a 'best effort' basis. All outputs of statements are duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from a computerized back up system maintained by the Bank in its ordinary course of business. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error. The customer shall hold the Bank harmless against any loss, damages, etc. that may be incurred/suffered by the customer if the information contained in the above said outputs turns out to be inaccurate /incorrect/incomplete.

### 22.2 AUTHORITY TO THE BANK:

Electronic Banking transactions in the customer's account(s) are permitted only after authentication of the security codes agreed between the customer and the Bank. The customer (along with the joint account holder(s), if any) grants express authority to the Bank for carrying out the banking transactions performed by him through Electronic Banking. The Bank shall have no obligation to verify the authenticity of any transaction received from the customer through Electronic Banking or purporting to have been sent by the customer via Electronic Banking other than by means of verification of the customer-id and security codes. The Bank is entitled to act on the instructions received through Electronic Banking after above authentication with out obtaining any further written or other confirmation from the customer, even if those instructions are not actually given or authorised by the customer. Only the Bank's own record of transactions maintained through computer systems or otherwise shall be accepted by the Bank as conclusive and shall be binding on the Bank and the customer for all purposes. All transactions arising from the use of Electronic Banking, to operate a joint account, shall be binding on all the joint account holders, jointly and severally. In connection with any account held in a joint capacity where two or more signatories are required for operating the account, then the account holders will only be able to utilise such part of the service which allows the customer to obtain information about the account, including but not limited to the balance of the account. The above are not the complete set of terms and conditions for electronic banking and the customers should read further terms so given by the bank with each such product and abide by the same.

### 22.3 CHARGES:

The bank reserves the right to charge customers fees and charges for the use of electronic banking services offered by the bank. The bank shall at its sole discretion be entitled to make amendments to such charges from time to time. The bank reserves the right to change these rates/charges or re-negotiate them depending upon relationship of a customer.

### 22.4 LIABILITY OF THE CUSTOMER / RIGHTS OF THE BANK:

The Bank may apply such technology as it deems fit to ensure the security of and prevent unauthorized access to the Electronic Banking service, however it is universally understood that there is no way to verify the technologies fool proof or tamper proof qualities and/or keep up with the latest technology as available at any particular time. The customer shall use the Electronic Banking with the full knowledge that it is not a secure medium and therefore all transactions on this medium shall be at customer's risk, the Bank (subject to the RBI guidelines and internal policy of the Bank with regard to unauthorised electronic transactions) is/shall, not be liable or responsible for any transaction carried over the Electronic Banking or of any loss or consequences thereof, whatsoever. Any third party breach where the deficiency or negligence lies neither with the Bank nor with the customer but lies elsewhere in the system, the customer's liability for such unauthorised electronic transaction shall depend on the time taken by the customer to report the unauthorised transaction from the date of receiving the alert from the Bank, as prescribed by RBI and Bank's internal policy in this regard. The longer the time taken by the customer to notify the Bank about unauthorised electronic transaction in their account, the higher will be the risk of loss. The customer shall be solely and fully liable for all losses and consequences there of from any transaction carried out or not carried out on the basis of instructions received from customer and/or incorrectly/incompletely carried out in his Account over Electronic Banking. The customer shall have no claim if Electronic Banking access is not available in the desired manner for any reasons whatsoever including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or Internet or network failure, software or hardware error or any other reason beyond the control of the Bank. Except where the Bank has been grossly negligent, that is for events or acts attributable to its own omission, or lack of due care, it shall also 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/suffered by the customer or any other person due to any transaction carried out or not carried and/or incorrectly/incompletely carried out and/or being carried out with or without the customer's knowledge or authority in the Account of any customer and/or due to non-availability or partial availability of any medium of Electronic Banking and/or due to any loss/misuse of



ATM Card, Debit Card and/or use of password(s) of the Customer by any other person or persons. The Transaction risk shall be to the account of the Customer, excepting what is stated to be to the account of the Bank here in above. In cases where the Bank is led to believe that an instruction may not have been properly authorized by the customer, the Bank will be entitled, after making reasonable efforts to check whether the instruction was properly authorised, to take steps to reverse any action taken on the basis of that instruction. The Bank will not be responsible for any losses suffered by the customer due to such reversals.

## **22.5 PROCESSING OF TRANSACTIONS :**

Certain facilities/services/transactions that may be offered by the Bank over the Electronic Banking may be carried out instantaneously. However such facilities/services /transactions may not be effected instantaneously or may not be available to be carried out instantaneously or otherwise at all times due to failure of the requisite systems and/or discontinuation of the same by the Bank, which shall be the sole and absolute discretion of the Bank and shall also be subject to such limitations and restrictions as mentioned elsewhere in this document. Provided always all requests for stop payment, demand draft request and/or non-instantaneous transactions such as, Fixed Deposit Opening, etc. will be carried out anytime within two working days from the date of receipt of such requests on first in first out basis subject to availability of clear funds in the Account authorized for debit and the system of the Bank being fully operational. For stop payment instructions and other urgent and important requests the customer should follow-up with the Bank and ensure that the same are physically recorded/carried out by the Bank. In case requests for effecting any transactions is not received by the Bank on a working day, the said instruction shall be effected anytime within two working days immediately succeeding the day the same are received by the Bank on the terms and conditions prevailing on that day. The customer shall not hold the Bank responsible for not processing/effecting any transactions transmitted by the customer over Electronic Banking or any consequences thereof since Electronic Banking is only provided as a convenience to the customer and the Bank assumes nor intends to assume any liability for any transactions carried/not carried over Electronic Banking. Without prejudice to the foregoing, Electronic Banking will also not be available during the period the computer system of the Bank is not functioning for any reason whatsoever. The Bank shall not process any transaction except where it is satisfied with the accompanied supporting documents, the Bank is further not liable or responsible for any loss of documents in transit and shall apply such exchange rate as it shall deem fit based on market conditions and internal Bank factors.

## **22.6 RECORD OF INFORMATION :**

Due to inherent features of some of the channels over which the facility of Electronic Banking is availed by the customer, the customer may be able to take out a print of the transaction attempted to be effected by the customer over Electronic Banking. However only the record maintained by the Bank shall be binding on the Bank and in the event of any conflict between the print taken by the customer and the record of the Bank, the record of the Bank shall prevail.

## **22.7 SOFTWARE AND HARDWARE :**

The customer shall at its cost, procure, maintain and update/upgrade all such software and computer & communication systems, as applicable, from time to time, to avail and use the services of Electronic Banking and be compatible with the Bank's system. The Bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and shall be under no obligation to support the software, hardware, operating systems of the customer and that the same shall be the sole responsibility of the customer / user. The Bank shall not be liable for any losses that may be suffered by the customer as a result of any incompatibility between the Service Software and any computer or other device from which the customer accesses the service.

## **22.8 WITHDRAWAL OF ELECTRONIC BANKING :**

The Bank without assigning any reason shall be entitled to withdraw from any of its Customers Electronic-Banking facility or any one or more of them. Without prejudice to the foregoing, the Bank shall also be entitled to withdraw such facility if: (i) the minimum balance requirement in respect of the customer/ user accounts is not met with/fulfilled and/or (ii) the service charges remain unpaid and/or (iii) for any other or no reason. The Bank shall be entitled to withdraw the Electronic Banking facility after giving prior written intimation and the Bank shall not incur any liability whatsoever by reason of withdrawal of Electronic Banking.

## **23. FOREIGN EXCHANGE TRANSACTIONS AND EXCHANGE RATE :**

All transactions conducted in the Account involving foreign exchange including foreign remittance from or into the Account by way of cheque, draft, pay order, telegraphic transfer, etc. shall be as may be permitted by the laws in India and in accordance with the facilities provided by the Bank. The rate of conversion of Foreign Exchange on any debit or

credit to the Account including transaction through a Debit Card shall be as per the market conditions, which shall further be subject to the Bank's final determination and decision and such charges and fees as may be prescribed by the Bank from time to time.

## **24. FOREIGN INWARD REMITTANCE CERTIFICATE (FIRC) :**

On any remittance made in any Account from outside India, the customer should, without any notice from the Bank, state the reason/ purpose for the same to the Bank within 7(seven) days of the remittance being credited into the Account, with such proof or evidence as may be required by the Bank, failing which the Bank is not obliged to issue the FIRC or issue, at its sole discretion but without any obligation, the FIRC with such reason/purpose for remittance as deemed appropriate by the Bank.

## **25. MAINTENANCE AND PRESERVATION OF RECORDS :**

Bank at its sole option and discretion shall maintain such records of transaction carried out by the customers in their Accounts, as the Bank may deem fit or as mandated by law and regulations. The customer shall not be entitled to question the Bank about the records that are maintained by the Bank or those that are not maintained or preserved by the Bank. In case of conflict between the records kept by the Bank and those of the customer, the records of the Bank shall be conclusive and binding. The period for preservation of such records shall be, as the Bank may in its sole discretion deem fit or as dictated by any statutory enactment or regulations.

## A TERMS AND CONDITIONS GOVERNING NATIONAL ELECTRONIC FUNDS TRANSFER/REAL TIME GROSS SETTLEMENT

The Bank shall provide you the National Electronic Funds Transfer Facility (NEFT) and Real Time Gross Settlement ("RTGS") as a part of the Bank's electronic payment services in accordance with the guidelines as stipulated by the reserve Bank of India subject to the terms and conditions specified herein:

### 1. Definitions (applicable to this section)

- (a) "Customer" means the applicant/remitter availing the NEFT/RTGS service.
- (b) "NEFT Facility" means the Electronic Funds Transfer Facility through the RBI NEFT System.
- (c) "RTGS Facility" means the Electronic Funds Transfer Facility through the RBI RTGS System.

Words or expressions used in this document, but not specifically defined herein shall have the respective meanings assigned to them in the RBI NEFT Regulations, 2005. The relevant RTGS regulations will be required to be incorporated.

### 2. Scope of the Arrangement

- (a) This arrangement shall govern every payment order issued by the Customer.
- (b) The Customer understands and agrees that nothing in this arrangement shall be construed as creating any contractual or other rights against the RBI or any participant in the NEFT System other than the Bank.

### 3. Rights and obligations of Customer

- (a) The Customer shall be entitled, subject to other terms and conditions of this arrangement, to issue payment orders for execution by the Bank.
- (b) Payment order shall be issued by the Customer in the form annexed hereto, complete in all particulars. The Customer shall be responsible for the accuracy of the particulars given in the payment order issued by it and shall be liable to compensate the Bank for any loss arising on account of any error in its payment order.
- (c) The Customer shall be bound by any payment instruction executed by the Bank if the Bank had executed the payment instruction in good faith and in compliance with the security procedure, provided that the Customer shall not be bound by any payment instruction executed by the Bank, if it proves that the same was not issued by it and that it was caused either by negligence or a fraudulent act of any employee of the Bank.
- (d) The Customer shall ensure availability of funds in its Account properly applicable to the payment order before the execution of the payment order by the Bank. Where however, the Bank executes the payment order without properly applicable funds being available in the Customer's Account the Customer shall be bound to pay to the Bank the amount debited to its Account for which an NEFT/RTGS was executed by the Bank pursuant to its payment order, together with the charges including interest payable to the Bank.
- (e) The Customer hereby authorizes the Bank to debit to its Account any liability incurred by it to the Bank for execution by the Bank of any payment order issued by it.
- (f) Customer agrees that the payment order shall become irrevocable when it is executed by Bank.
- (g) Customer agrees that it shall not be entitled to make any claim against any party in the RBI NEFT System/RTGS except the Bank.
- (h) Customer agrees that no special circumstances shall be attach to any payment order executed under the NEFT Facility/RTGS Facility.

### 4. Rights and obligations of the bank

- (a) The Bank shall execute a payment order issued by the Customer duly authenticated by it, unless:
  - i. the funds available in the Account of the Customer are not adequate or properly applicable to comply with the payment order and the Customer has not made any other arrangement to meet the payment obligation;
  - ii. the payment order is incomplete or it is not issued in the agreed form;
  - iii. the payment order is attached with notice of any special circumstances;
  - iv. the Bank has reason to believe that the payment order is issued to carry out an unlawful transaction;
  - v. the payment instruction cannot be executed on account of court order/attachment etc.;
  - vi. the payment order cannot be executed under the RBI NEFT System/RTGS System.
- (b) No payment order issued by the Customer shall be binding on the Bank until the Bank has accepted it. The Bank shall inform the Customer as soon as practicable the reasons for non acceptance of the payment instructions.
- (c) The Bank shall, upon execution of every payment order executed by it, be entitled to debit the designated Account of the Customer, the amount of the funds transferred together with charges payable thereon, whether or not the Account has sufficient balance.
- (d) If the funds transfer is not complete before the end of the timing specified by the Customer, the Bank must advise the Customer.

- (e) A duly authenticated record of the transaction after completion of the funds transfer will be recorded in the Statement of Account given to the Customer. The Customer shall, within a period of 10 days from the date of receipt of the monthly statement report to the Bank any discrepancy in the execution of the payment order. The Customer agrees that it shall not be entitled to dispute the correctness of the execution of the payment order or the amount debited to its Account if it fails to report the discrepancy within the said period of 10 days.

DEBIT CARD TERMS & CONDITIONS

DBS Bank International Debit Card User Manual

A) Your DBS Bank international Debit Card



- 1. **Card number:** This is your exclusive 16-digit card number. Please quote this number for reference in all communication/correspondence with the Bank.
- 2. **Your Name:** Only you are authorized to use your DBS Bank International Debit Card. Please check if your name has been correctly embossed on the same. If you notice any discrepancy, please contact the Bank immediately on 18002094555 prior to usage.
- 3. **Valid Thru :** Your DBS Bank International Debit Card is valid until the last day of the month of the year indicated on the Card in the MM-YY format.
- 4. **Visa Flag logo:** All merchant establishments and Visa ATMs displaying this logo accept your DBS Bank International Debit Card across the world.
- 5. **CHIP:** Important information pertaining to your DBS Bank International Debit Card is encoded here. Please protect your Card and this CHIP from getting scratched as this can damage the CHIP.



- 6. **Magnetic strip:** Important information pertaining to your DBS Bank International Debit Card is encoded here. Please protect your Card and this strip from getting scratched or from exposure to magnets and magnetic fields as these can damage the strip.
- 7. **Signature panel:** Kindly sign this panel immediately on receipt of your DBS Bank International Debit Card with a non-erasable ballpoint pen (preferably in black ink) to prevent any misuse. The signature you will use to sign charge slips at merchant outlets must be identical to the signature on the Card.
- 8. **Customer Service Number:** You can call us at any time on 18002094555 for any queries or should you require assistance, including assistance on loss, theft or unauthorised transactions regarding your DBS Bank International Debit Card.
- 9. **Card Verification Value 2 (CVV2):** It is a security feature that protects the card against counterfeit

## B) Know your DBS Bank International Debit Card

### 1 Activation

A Personal Identification Number (PIN) is being mailed to you separately at your correspondence address as per the records of the Bank. This PIN will enable access of your DBS Bank International Debit Card at ATMs. For security reasons, the DBS Bank International Debit Card is being sent as 'inactive' for use at Point-of-Sale merchant establishment. To activate, you will need to use the Card by entering the PIN for a cash withdrawal transaction at any DBS Bank India Limited ATM or Visa ATM. In case of any difficulty please call the DBS Bank India Limited Customer Service Number at 18002094555. We will be glad to assist you.

Do not reveal your PIN to anybody, even any DBS Bank India Limited staff or any security guard on duty at any ATM.

### 2 Usage Guidelines

Your DBS Bank International Debit Card is extremely versatile and simple to use. It works similar to a credit card while making purchase transactions at merchant outlets, the key difference being that the transaction amount is directly debited from your Account/s with DBS Bank India Limited. The DBS Bank International Debit Card also doubles up as an ATM Card, thus saving you the need of carrying separate ATM Card.

#### 2.1. ATM Usage

You can use your DBS Bank International Debit Card as a regular ATM Card to withdraw cash and undertake other transactions at any DBS Bank India Limited or Visa/Visa Plus ATM, displaying the VISA logo in India and overseas. VISA has the widest network of over 43,000 ATMs in India and over 1,000,000 worldwide, enabling convenient 24-hour access to any of the accounts linked to your DBS Bank International Debit Card. For a comprehensive list of all VISA ATMs in India and across the world, please visit the VISA website [www.visa.com](http://www.visa.com).

Subject to availability of balance in your Card Account, a per day cash withdrawal limit through ATM will be determined by the Bank from time to time.

In case, you are unable to withdraw cash from any VISA ATM, try keying in a lower amount (as some ATMs have a cash disbursement limit) or try after a few minutes (as the network server may be down).

##### 2.1.1 At any DBS Bank India Limited ATM in India you can

- Effect a cash withdrawal either from Card Account or other Accounts (linked to your Card.)
- Check your account balance of your Card Account or other Accounts (linked to your Card.)
- Get a mini account statement Card Account or other Accounts (linked to your Card.)
- Make a cash/cheque deposit to the Card Account or other Accounts (linked to your Card.)
- Transfer funds between accounts linked to your Card maintained with the Bank
- Transfer funds to third party accounts within the DBS Bank India Limited network\*\*\*
- Change your PIN
- Request for a cheque book and your account statement for your Card Account

Presently, all transactions at DBS Bank India Limited ATMs in India are complimentary.

\*\*\* Please note that funds transfers to NRE accounts are not permitted.

##### 2.1.2 At Non-DBS Bank India Limited ATMs

You can only undertake cash withdrawal and balance inquiry transactions of your Card Account at VISA/Visa Plus ATMs. Do note that presently upto 5 such transactions (accepted or declined) are free and in future the same may be subjected to a transaction charge/fee as may be levied and applicable from time to time. All withdrawals from Non DBS Bank India Limited ATMs in India shall be subject to availability of balance in your Card Account and limits as may be determined by the Bank from time to time. Please note not all ATMs have a balance enquiry options.

#### 2.2 Merchant Outlet Transactions

Using your DBS Bank International Debit Card for shopping at any of the 425,000 Visa Electron merchant outlets in India and more than 24 million worldwide couldn't be easier. Follow these simple, convenient steps to make your shopping experience truly enjoyable.

Look for a Visa sign at the Point-of-Sale merchant establishment. The merchant must have an Electron Point-of-Sale card swiping terminal.

2. Present your DBS Bank International Debit Card after making your purchase.
3. The DBS Bank International Debit Card will be swiped by the merchant on a Visa Electron Data Capture Terminal for authorization.
4. Enter your ATM PIN for authorization.
5. After a successful authorisation, a hold for the transacted amount will first be placed

on your Card Account. Your Card Account will subsequently be debited for the transacted amount.

6. A sales slip will be generated.
7. Check and sign the sales slip. Your signature must match with that on the reverse of the Card.
8. Ensure your DBS Bank International Debit Card is returned to you.
9. Preserve your copy of the sales slip for future reference.
10. Subject to availability of balance in your Card Account, a per day limit of such amount as may be determined by the Bank from time to time will be set for usage of your DBS Bank International Debit Card at merchant outlets. When the Card is used at a merchant establishment, the purchase amount will always be debited from the Card Account.

Do note that since signature verification is essential for Card transactions, you need to be physically present along with your DBS Bank International Debit Card at the time of purchase i.e. the DBS Bank International Debit Card cannot be used for mail order and telephone order transactions. The terms and conditions governing such Card Not Present Transactions shall become applicable once the aforesaid facility is activated on the DBS Bank International Debit Card by the Bank.

#### 2.3 International Usage

Your DBS Bank International Debit Card is accepted at DBS Bank ATM network and at VISA/Visa Plus ATM in India and abroad. Your DBS Bank International Debit Card is not valid for payment in foreign exchange in Nepal and Bhutan.

Please Note: In case of international cash withdrawal transactions, the applicable exchange rates and fees will be levied.

All your DBS International Debit Card transactions (purchases as well as cash withdrawals) overseas must be made in strict accordance with the Exchange Control Regulations of the Reserve Bank of India prevailing from time to time. In the event of your failure to do so, you will be liable for action under the Foreign Exchange Management Act 1999 (FEMA) as may be amended or replaced from time to time.

At the time of cash withdrawal at VISA ATMs while abroad the screen displays 3 options for account selection. 1) Savings 2) Checking 3) Credit. Please choose the "Checking" option, as this option hits the VISA network. In some countries you may have to choose the "Credit" option.

At a few Merchant establishments abroad (especially in the United States America), you may have to ask the cashier to swipe your DBS Bank International Debit Card as a credit card. This is because in some countries "Debit" is connected only to the local network and the transaction may be declined, as it would not reach VISA network. Your Card will continue to function as a Debit Card.

## C) Advantages of your DBS Bank International Debit Card

### 1 Additional DBS Bank International Debit Cards

Additional DBS Bank International Debit Cards will be issued to joint holders of the Account, provided the operating instructions for the Account are "self", "either or survivor", "any one or survivor". Charges will be levied for such additional DBS Bank International Debit Card(s) as per the prevailing applicable tariffs.

### 2 Insurance

The DBS Bank International Debit Card comes with a lost card liability and personal air accident cover.

#### 2.1. Lost Card Liability Cover upto INR 100,000

You are protected against fraudulent purchase transactions in case your DBS Bank International Debit Card gets lost or stolen. This cover will be applicable, for nine days and will cover two days prior to the day on which report the loss or theft of the card to DBS Bank India Limited in India (Call our DBS Bank India Limited Customer Service Number 18002094555) or to the Visa Global Assistance Helpline, if overseas. You may notify us of the loss/theft or unauthorized use by calling our 24 hour Customer Service Hotline at 18002094555 or by notifying us in writing subsequently by visiting the branch nearest to you during the working hours on working days. Please refer to the DBS Bank International Debit Card Agreement for further details.

Cover: All fraudulent utilization of lost or stolen DBS Bank International Debit Card including due to counterfeit / lost in transit / ATM transactions / internet Banking transactions, point of sale and merchant establishments transactions and Pre-Delivery.

For the purpose of the policy: ATM Frauds means and includes fraudulent cash withdrawal and fraudulent Transactions using stolen/lost cards. Internet Banking Frauds is defined as fraudulent transactions being made on the internet by use of lost/stolen cards. ATM related transactions covered provided that it is not done by the cardholder / authorized person;

#### 2.2 Personal Air Accident Death Cover up to USD 1 million

In the unfortunate event of loss of life in a mishap or accident, the nominee appointed

under the Card Account will receive the benefits of accident insurance of up to USD \$ 1 million in equivalent INR. This only for Air travel. In the event of insured having multiple cards, the personal accident claim would be payable on one card only

In the event of accidental death arising out of Aircraft, schedule Airlines etc. as defined under the policy the claim would be payable only if the ticket is purchased from DBS debit card. Pilots, armed forces, police, air crew are not covered.

Please refer to the DBS Bank International Debit Card Agreement for further details.

#### 2.3 Purchase Protection Cover up to INR 50,000

In the unfortunate event of loss faced in transit of newly purchased goods under the card account.

The Cardholder will receive the benefits of purchase protection of upto INR 50,000. Please refer to the DBS Bank International Debit Card Agreement for further details.

Cover against Standard Fire and Allied perils and Burglary in residential premises of the cardholder as per the records of the Bank only; Cover valid for purchases on DBS Bank India Limited Debit Cards only; Cover is valid for 90 days from the date of purchase

#### 3 Global Customer Assistance Service (GCAS)

This is a chargeable service provided by VISA. DBS International Debit Card Members can receive assistance from VISA Global Customer Assistance Service, 24 hours a day, 7 days a week. GCAS can be used for lost/stolen card reporting, emergency cash assistance or miscellaneous information that you may require overseas.

Please refer to the website [www.visa-asia.com](http://www.visa-asia.com) for the GCAS toll free numbers.

Please note that the services are presently charged as -Miscellaneous Customer Service Inquiries: US \$ 5 per Inquiry, Lost/Stolen Card reporting: Free. Please also note that these charges may vary from time to time.

#### D) Taking Care of Your DBS Bank International Debit Card

Following these simple guidelines will ensure that using your DBS Bank International Debit Card is a pleasant experience.

- Treat your DBS Bank International Debit Card in the same way you treat cash. Keep it with you at all times and never leave it unattended.
- Your DBS Bank International Debit Card is for your exclusive use only. It should never be surrendered to anyone other than a designated Bank Officer at a DBS Bank India Limited branch (India) and that too only after cutting it into several pieces through the magnetic strip.
- Never reveal or surrender your personal identification number (PIN) to anyone. Please destroy all evidence of the PIN after memorizing it. Do not write it on the DBS Bank International Debit Card and never keep a written copy of it in close proximity to your Card. We recommend that you change the PIN to a number of your choice as soon as possible and thereafter at regular intervals. Please note that your PIN can be changed only on a DBS ATM in India and not on any other banks ATM.
- In case your DBS Bank International Debit Card is lost/stolen, or if you suspect that your card has been used fraudulently, do call the Customer Service Number at 18002094555, immediately to report the loss.
- In case you need your DBS Bank International Debit Card to be re-issued or terminated, kindly send a written request to the DBS Bank India Limited branch where you have the Card Account. For reissuance of the DBS International Debit Card you can also call Customer Service Number at 18002094555,
- A replacement DBS International Debit Card shall be provided to you within indicated timelines and at applicable tariffs. Upon the expiry of your DBS International Debit Card or closure of your account, please cut your DBS International Debit card into several pieces through the magnetic strip.
- Always ensure that the International DBS Debit Card is used in your personal presence when transacting at merchant establishments. Never sign an incomplete charge slip.
- Please promptly notify DBS Bank India Limited, in writing, of any change in your telephone numbers and/or mailing address
- It is imperative that you read the DBS Bank International Debit Card Agreement before using your card. Please refer to the schedule of service charges for details of applicable charges and fees.
- Please do not leave your DBS Bank International Debit Card on a television or on any other electronic gadget which has continuous magnetic field.

#### E) Miscellaneous

Capitalized Terms used but not defined in this Usage Guide shall have the same meaning as assigned to it in the DBS Bank International Debit Card Agreement.

#### DBS Bank International Debit Card Agreement

This Agreement contains the terms and conditions applicable to your Card(s) and your Account(s). Please read them carefully before you sign or use the Card(s). When you read this Agreement, bear in mind that "you", "your" and "Cardmember" mean the person

named on the enclosed Card. The words "we", "our", "us" and Bank refer to DBS Bank India Limited and its successors and assigns. The word "Card (s)" refers to "DBS Bank International Debit Card" If you have a DBS Bank India Limited account (savings, current or otherwise), you may request us to issue the Card(s) to you.

#### APPLICABILITY OF TERMS

The terms and conditions contained herein form a contract between the Cardmember and DBS Bank India Limited. The Cardmember shall be deemed to have unconditionally accepted this Agreement and accepted the onus of ensuring compliance with the relevant RBI Regulations, Exchange Control regulations of Reserve Bank of India (RBI), Foreign Exchange Management Act 1999 as may be amended or replaced from time to time and all the rules and regulations framed thereunder, by 1) signing the Debit Card application form/ Account opening form, or 2) acknowledging receipt of the Card in writing, or 3) by signing on the reverse of the Card, or 4) by performing a transaction with the Card or 5) by requesting Point of Sale (POS) activation of the Card or 6) activation through ATM or 7) by placing any request through DBS Bank India Limited 24 Hour Customer Service Hotline on 18002094555 or 8) after 10 days have elapsed since the Card was dispatched to your address on record. These terms and conditions will be in addition to and not in derogation of the terms and conditions relating to the Account of the Cardmember. The Cardmember availing of any services / facilities relating to the Debit Card shall at all times continue to be bound by the terms and conditions stipulated by DBS Bank India Limited from time to time for such services / facilities.

#### 1. USE OF CARD/PIN

##### 1.1 CARD/PIN

Once your application for a Card is approved, the Card and a Personal Identification Number (PIN) to be used in conjunction with your Card will be mailed to your address registered in our records. You shall ensure that the same is received in a sealed envelope. We are not liable for any loss or damage which you may suffer if you fail to receive the Card and/or the PIN. Upon receipt of your Card, you should sign the Card if you intend to use it. By doing so, you will be bound by the terms and conditions of this Agreement.

The Cardmember acknowledges, represents and warrants that the PIN issued to him provides access to the Account(s) and that the Cardmember accepts the sole responsibility for use, confidentiality and protection of the PIN, as well as for all orders, information and changes entered in to the Account(s) using such PIN. The Cardmember shall at all times take all appropriate steps as mentioned herein to maintain the security of the PIN.

The Cardmember shall not record the PIN in any form so as to facilitate PIN coming to knowledge of a third party. The Cardmember grants express authority to DBS Bank India Limited for carrying out transactions and instructions authenticated by the PIN and shall not revoke the same. DBS Bank India Limited has no obligation to verify the authenticity of the transaction instruction sent or purported to have been sent from the Cardmember other than by means of verification of the Cardmember's PIN.

DBS Bank India Limited may, following the occurrence of any event referred to in Clause 5 below or otherwise in its absolute discretion issue a new PIN on the existing Card and charge a replacement fee. Subject to the RBI guidelines and internal policy of the Bank with regard to unauthorised electronic transactions the Cardmember will not hold DBS Bank India Limited liable in case of any improper/ fraudulent /unauthorized/ duplicate/erroneous use of the Card and/or the PIN. DBS Bank India Limited will also not be liable for any consequences connected with the use/ misuse of the Card by any third party due to the Card falling in the hands of any third party or the PIN coming to the knowledge of any third party. If any third parties gain access to the services, including the Account, the Cardmember will be responsible and shall indemnify DBS Bank India Limited against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use or otherwise.

Cardmember should notify us immediately if any other event occurs which would, under the terms of this Agreement, allow us to suspend or cancel the use of Electronic Services. After receipt of any such notice purporting to come from you, we may suspend or cancel your use of Electronic Services at any time.

##### 1.2 ELECTRONIC SERVICES

You may use your Card and/or PIN for effecting authorised transactions, including transactions through the ATM and/or Card Not Present transactions (internet purchases), if and when introduced and/or for utilizing other Electronic Services. No other person is allowed to use the Card and/or PIN to make any transactions. We may determine at our sole discretion the facilities that you may utilize using your PIN. Should we decide to, we may also modify any such facilities.

##### 1.3 POINT OF SALE TRANSACTIONS

You may effect Point of Sale transactions via signature at merchants' Point of Sale terminals.

##### 1.4 SAFEGUARD CARD AND PIN

You are to take necessary precautions to safeguard your Card and PIN. You will remain liable for all unauthorised transactions on your Card until you notify us of the loss or theft

of your Card or disclosure of your PIN. Additionally, as Card transactions may be effected via signature, the safekeeping of your Card is critical to prevent unauthorised Card transactions. No other person, apart from yourself, is allowed to use the Card to enter into any transactions.

#### 1.5 USE OF CARD

You undertake not to use the Card for making payment for any illegal purchases i.e. purchases of items/services not permitted by law and the RBI as per extant regulations.

#### 2. LIMIT

##### 2.1 SPENDING LIMIT

Subject to availability of balance in your Card Account, a per day spending limit of such amount as may be determined by the Bank from time to time will be set for usage of your DBS Bank International Debit Card at merchant outlets. The Spending Limit will apply to all Point of Sale and/or Card Not Present transactions (including internet purchases) transactions if and when introduced. We may set different spending limits for signature-based Card transactions, and Card Not Present transactions.

##### 2.2 ATM LIMIT

You will be allowed to withdraw cash subject to the availability of balance in your Card Account / Account upto the ATM Limit. You must not use or attempt to use your Card to effect any Cash Withdrawal or any other transactions if the ATM Limit or available balance would be exceeded. The onus of ensuring adequate balances in your Account is entirely on you.

##### 2.3 HOLD ON CARD ACCOUNT

We may set aside or place a hold on your Card Account in respect of any transaction on the day such transaction is presented to us for payment or on the day we receive notice of such transaction. Such an amount set aside or held is only an estimated sum of the actual transaction and may not be identical to the actual transaction. Should we set aside or hold any amount, the available balance in your Card Account shall be reduced by such amounts that we set aside. You may not stop payment on such transaction nor use any sum set aside or held by us. Where applicable, we may set aside or hold such sums for up to 10 days after which we shall debit your Card Account for the full amount of the actual transaction.

##### 2.4 CHARGES NOT TO EXCEED SPENDING LIMIT

You may effect a Card Transaction only if there are sufficient funds in your Card Account to cover such transactions and the total charges incurred under your Card Account shall not exceed the Spending Limit that we have set for your Card Account. You shall not effect or attempt to effect any Card Transaction that would result in your Spending Limit being exceeded. We may also refuse to authorise any transaction that you wish to effect even if such transaction would not cause your Spending Limit to be exceeded.

##### 2.5 EXCEEDING SPENDING LIMIT

We may in our discretion authorise or allow any Card Transaction to be effected during any period even though there are insufficient funds in your Card Account and/or allowing the Spending Limit to be exceeded. Our determination on whether your Spending Limit has been exceeded shall be conclusive and binding on you. We may debit the overdraft charge to your Account monthly or at such other intervals as we may determine. The overdrawn amount and the overdraft charge shall be payable by you on demand.

#### 3. MERCHANT ESTABLISHMENT USAGE

The Card is accepted only at all Visa supported Point-of-Sale terminals at merchant establishments in India and overseas, which display the Visa logo.

You must sign the sales slip and retain your copy of the sales slip whenever the Card is used at merchant establishments. We will not furnish copies of the sales slip. Any sales slip not personally signed by you but which can be proven, as being authorized by you will be deemed to be your liability.

We will not accept any responsibility for any dealings the merchant may have with you, including but not limited to the supply of goods and services so availed or offered. Should you have any complaint relating to any Visa supported Card merchant establishment, you should resolve the matter with the merchant establishment and failure to do so will not relieve you from any obligations to us. If you decide to cancel your purchase and not accept the goods after the Card is swiped, ensure that the merchant cancels the transaction immediately and the cancellation slip is handed over to you. Any cancellation thereafter will be routed as a 'chargeback' on the merchant through the acquiring bank and will take the time required to complete the process. There can be no guarantee of full/partial return of the amount.

We accept no responsibility for any charges levied by any merchant establishment over and above the value/cost of transactions and debited to your Account along with the transaction amount.

A purchase and a subsequent credit for cancellation of goods/services are two separate transactions. The refund will only be credited to your Card Account (less cancellation charges) as and when it is received from the merchant. If the credit is not posted to your

Card Account within 30 days from the date of cancellation, you must notify us, along with a copy of the cancellation slip from the merchant.

The Card should not be used at hotels during check-in and also at other locations where payment is made before completion of the purchase transaction or service. Please note that in case such a transaction is effected, your funds will be temporarily blocked.

The Card should not be used for any mail order/ phone purchases and any such usage will be considered as unauthorized and you shall be liable for all cost and consequences arising or relating thereto.

#### 4. INTERNATIONAL USAGE

Utilization of the Card must be in strict accordance with the Exchange Control. Regulations of the Reserve Bank of India (RBI). In the event of your failure to comply with the same, you are liable for action under the Foreign Exchange Management Act 1999 as amended or replaced from time to time and may be debarred from holding Card either at the instance of the Bank or the RBI. You shall indemnify and hold us harmless from and against any/all consequences arising from you not complying with Exchange Control.

Regulations of the RBI.

The Card is not valid for foreign currency transactions in Nepal and Bhutan (i.e. in any currency that is not the local currency or the Indian Rupee)

We shall be under no liability whatsoever and shall be deemed to be indemnified in respect of a loss or damage arising directly or indirectly out of the decline of a charge caused by you having exceeded the foreign exchange entitlements as prescribed by the Reserve Bank of India (RBI) as issued from time to time, on us becoming aware of your exceeding the entitlements.

Non-Resident Indians can hold an internationally valid Card, provided all dues arising out of its use in India/overseas are met out of an NRE account held with the Bank, wherever applicable for the Non-Resident Indians and shall be subject to the extant RBI guidelines and regulations. Non-Resident Indians having an NRO account with the Bank will be issued only an ATM Card which can be used only in India.

The multi-lingual VISA Emergency Assistance Services Programme offers worldwide emergency referral assistance to VISA Cardmembers when traveling overseas. These include a wide range of legal, medical and other services. The communications and arrangements of services of the emergency assistance programme are provided by a third-party service provider and are paid for by VISA International and the Cardmember is responsible for the cost of any/ all medical, legal or other services used. Assistance is provided on best effort and may not be available due to problems of time, distance or locations. The medical and/or legal professionals suggested and/or designated by VISA International are not employees of VISA International and therefore, they are not responsible for the availability, use, acts, omissions or results of any medical, legal or transportation services. The Bank does not accept any responsibility for the arrangement or the use of such services.

An international limit of INR 50000 will be available on your DBS Bank International Debit Card by default. In case you would want to increase/decrease the international transaction limit for Cash withdrawal or shopping abroad please call the Customer Service Number at 18002094555 or walk into the nearest branch.

#### 5. LOSS/THEFT OF CARD/DISCLOSURE OF PIN

##### 5.1 DUTY TO PREVENT LOSS/THEFT/FRAUD

Your Card(s) remains our property at all times and must be returned to us on our request or on cancellation or termination of the Card and/or this Agreement and/or Account(s). You must keep your Card(s) securely and ensure that your Account number and PIN are not disclosed to any other person. The Card is to be used solely by you and must not be transferred or pledged as security in any way.

##### 5.2 DUTY TO NOTIFY US

You must notify us immediately if (a) the PIN is lost or disclosed to any person or (b) the Card is lost or damaged or used by any other person or (c) any other event occurs which would, under the terms of this Agreement, allow us to suspend or cancel the use of Card or the Electronic Services. You may notify us of the loss/theft or unauthorized use by calling our 24 hour Customer Service Hotline at 18002094555 or by notifying us in writing by visiting the branch nearest to you during the working hours on working days of the branch or such other modes as may be acceptable to the Bank. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/disclosure and any other information that we may require. After receipt of any such notice from you, we may suspend or cancel your use of the Card and/or Electronic Services at any time.

##### 5.3 LIABILITY FOR LOST/STOLEN CARDS

If your Card is lost, stolen or copied, our liability for unauthorised transactions effected after such loss, theft or copy but before we are notified thereof shall be limited to Rs. 1000 (Rupees One Thousand Only) provided that:

- (a) you have immediately notified us of the loss, theft or copy;
- (b) you agree to assist us in the recovery of the unauthorised charges incurred;



- (c) you furnish us with a police report accompanied by written confirmation of the loss theft or copy and any other information that we may require; and
- (d) we are satisfied that such loss theft or copy is not due to your negligence, fraud or default.

However, no such coverage will be available on cash withdrawals done through ATM\* as such transactions are governed by PIN, which is known only to the Cardmember.

You shall not be liable for any transactions carried out after we have been notified of the loss, theft or copy.

#### 5.4 RECOVERY OF LOST/STOLEN CARD

If you recover the lost or stolen Card, you must immediately return the said Card to us cut in half through the magnetic strip without using it.

#### 5.5 REPLACEMENT OF CARD OR PIN

Following the occurrence of any event referred to in Clause 5.2 above, we may at our discretion issue a replacement PIN and/or Card and charge a replacement fee as applicable from time to time.

### 6. INSURANCE

The DBS Bank International Debit Card comes with a lost card liability cover upto INR 100,000/- and personal air accident death cover upto USD 1 million and Purchase protection of INR 50,000/- ICICI Lombard General Insurance Company Limited. Please note that

- (a) air tickets should be purchased using the DBS Bank International Debit Card; and
- (b) Personal air accident cover is available to the Cardmembers upto the age of 69 years; and
- (c) Any claim due to violation of law is not payable; and
- (d) Lost Card Liability cover is not available for ATM withdrawals by the use of PIN or any transactions undertaken by the use of PIN. Please refer to [www.icicilombard.com](http://www.icicilombard.com) for more terms and conditions on the insurance cover.

Personal Air Accident Death Cover up to USD 1 million in equivalent INR. This only for Air travel. In the event of insured having multiple cards, the personal accident claim would be payable on one card only. In the event of accidental death arising out of Aircraft, schedule Airlines etc. as defined under the policy the claim would be payable only if the ticket is purchased from DBS debit card. Pilots, armed forces, police, air crew are not covered Purchase Protection Cover up to INR 50,000

In the unfortunate event of loss faced in transit of newly purchased goods under the card account. The Cardholder will receive the benefits of purchase protection of upto INR 50,000. Please refer to the DBS Bank International Debit Card Agreement for further details.

You acknowledge that the insurance benefit provided on the Card will be available to you as per the terms of the relevant insurance policy in force and only so long as you are and remain an active Cardmember of Bank and your Account conduct being deemed satisfactory by the Bank and in event of the Card and/or the Card Account being terminated for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from the date of cessation of membership.

As per the terms of the current Insurance Policy, all claims have to be intimated to the Insurance Company within 30 days of the occurrence of the event. Claims shall not be admissible after this period. Please refer to [www.icicilombard.com](http://www.icicilombard.com) for contact details.

The lost card liability/personal air accident death cover is provided to you by ICICI Lombard General Insurance Company Limited on their terms and conditions, for which we are not liable. We do not hold any warranty and/or make any representation about quality, delivery of the cover, claims processing or settlement of the claim by the ICICI Lombard General Insurance Company Limited in any manner whatsoever. You may be asked to submit additional documents, as per the requirements of the case. All decisions relating to insurance shall be solely taken by ICICI Lombard General Insurance Company Limited and the same shall be binding on you and we shall not be responsible or liable for same (including delayed settlement).

We reserve the right to discontinue/change the insurance facility so offered at any time. In such an event you shall be informed about the cut-off date. Our decision in this case shall be final.

### 7. OPERATING YOUR CARD ACCOUNT

#### 7.1 LIABILITY FOR TRANSACTIONS

We shall send the Account statement to the first account holder every month listing the transactions undertaken by the Cardmember and the supplementary Cardmember(s) (where applicable) in respect of each Account(s).

#### 7.2 CHANGE OF DESIGNATED CARD ACCOUNT

Should we approve any request by you to designate another account in place of your existing Card Account for the purposes of this Agreement, the card account nominated

by you shall become the designated Card Account. The change shall take effect from any date that we may determine. Until and unless we have approved the change of your designated Card Account, this Agreement shall continue to apply to any card transactions for which amounts have been set-aside to the previous Card Account.

#### 7.3 EARMARKING OF ACCOUNT BALANCES

Even if we have agreed otherwise in any other agreement relating to the Account either with you alone or with any other person(s); we shall be entitled to retain the balance on any/all your Account/s for up to seven (7) days after the date when your Account is closed or terminated (whether by you or by us). Our rights under this Agreement shall not cease after the termination of the Account/s; and we have the right to continue debiting your Account/s with overdraft charges (if any) and/or card transactions effected before or after the closure or termination of the Account/s. Your liability (and the liability of all other persons, if any, in whose name the Account is maintained) to us under this Agreement for any balance due to us shall continue.

#### 7.4 JOINT ACCOUNT

Where the Account is in joint names and with the operating instructions as singly/ either or survivor / anyone or survivor in such a case the Bank may, at the request of any holder of the Account, issue the Card to such holder. All the joint Account holders are jointly and severally liable for the use of the Card under this Agreement.

#### 7.5 Multiple Accounts

You agree that in case you have multiple accounts with us, all such accounts will be automatically linked to the Card, unless you have given us instructions to the contrary in writing. If the Card is linked to multiple Account(s) the following transactions will be carried out only on the Card account (i) Fast Cash Transactions on DBS Bank network (ii) All transactions carried on share network ATM's (iii) POS terminal transactions .In case there are insufficient funds in the said Card Account we will not honour the transactions even if the necessary funds are available cumulatively or severally in the other Accounts linked to the Cards. All Transactions will be reflected in the Account Statement of the Account(s), which are linked to the Card.

### 8. CHARGES AND FEES

#### 8.1 CASH WITHDRAWAL / BALANCE INQUIRY FEE

We may debit your Account with a fee for each Cash Withdrawal transactions/ balance inquiry, if applicable at the time of posting the cash withdrawal. We may choose to waive such fee or change it with prior notice to you.

#### 8.2 ANNUAL CHARGES

The annual fees for the Card will be debited to the Card Account linked to the Card on application/ renewal at the Bank's prevailing rate. These fees are nonrefundable. The Cardmember shall maintain at all times such minimum balance in the Account, as the Bank may stipulate from time to time. The Bank reserves the right to change these rates/charges or re-negotiate them depending upon relationship of a customer.

#### 8.3 REISSUE CHARGES

Bank reserves the right at any time to charge the Cardmember for the issue or reissue of a Card.

#### 8.4 STATUTORY/ REGULATORY CHARGES or FEES

Any government charges, duty or debits, or tax payable as a result of the use of the Card shall be the Cardmember's responsibility and if imposed upon the Bank (either directly or indirectly) or in respect of any amount required to be paid under this Agreement, the Bank shall debit such charges, duty or tax against the Account.

#### 8.5 FEES ON OVERDRAWN CARD/ ACCOUNT

In the situation that the Account does not have sufficient funds to deduct such fees, the Bank reserves the right to deny any further transactions. In case of Accounts classified as overdrawn Accounts, the Cardmember will have to rectify the Account balance position immediately. In every such situation where the Account gets overdrawn, a flat charge could be levied in addition to the interest to be charged on the debit balance in the Account. This charge will be determined by the Bank and will be announced from time to time. In the event of an Account being overdrawn due to Card Transactions, the Bank reserves the right to setoff this amount against any credit lying from any of the Cardmember's other Account/s held jointly or singly without giving any notice. Nothing contained herein shall affect the Bank's right of setoff, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between the Bank and Cardmember.

#### 8.6 OTHER CHARGES

In addition to the above, we may also debit your Card Account and/or any Account/s you maintain with us where applicable for the following charges including but not limited to:

- (a) administrative fee for production of documents, an administrative fee for any replacement card or documents relating to your Card;
- (b) cancellation fee for "no show reservation" a charge for cancelling or failing to fulfill an airline or hotel reservation secured through your Card;

- (c) service charge/administration fee any action taken by us in carrying out any of your instructions and/or requests relating to your Account, whether such service or action is referred to or contemplated in this Agreement or otherwise.
- (d) charges, fees, withdrawals and payments for the provision and/or use (authorized or unauthorized) of Electronic Services and any other liabilities to, and loss suffered by, us as a result of the provision and/or use of Electronic Services.
- (e) In addition, operators of shared networks may impose an additional charge for each use of their ATM/ POS Terminal/other device, and any such charge along with other applicable fees/charges will be deducted from the Account. There will be separate service charges levied for such facilities as may be announced by the Bank from time to time and deducted from the Account.
- (f) The Cardmember also authorizes the Bank to deduct from his Account, and indemnifies the Bank against any expenses it may incur in collecting money owed to it by the Cardmember in connection with the Card (including without limitation reasonable legal fees). In addition to the minimum balance stipulation the Bank may levy service and other charges for use of the Card, which will be notified to the Cardmember from time to time.
- (g) In the case of Transactions entered into by the Cardmember outside India through his Card, the equivalent in the currency in which the Cardmember's Account is held, along with processing charges, conversion charges, fees if any charged as per VISA regulations, any other service charges for such transactions shall be debited to the Account held with DBS Bank India Limited in India.

#### 8.7 RIGHT TO VARY CHARGES

We may at our discretion vary the rate or amount of any charge, fee or overdraft rate payable under this Agreement by prior intimation to you. A period shall be specified after which you would be deemed to have accepted the change and the revised charges/fees shall become applicable. Details of the applicable fees and charges as stipulated by the Bank will be displayed on the web site and/or at the branches. Please refer tariff Schedule for details on the tariff applicable as on date. The bank reserves the right to change rates/charges or re-negotiate them depending upon relationship of a customer.

#### 8.8 LEVY AND RECOVERY OF CHARGES

The Bank reserves the right to charge and recover from the Cardmember, service charges for providing and utilizing the DBS Bank International Debit Card. The Cardmember hereby authorizes the Bank to recover the service charges by debiting the Card Account or any other Account/s of the Cardmember. Failure of the Cardmember to do so shall result in recovery of the service charges by the Bank in a manner that the Bank may deem fit along with applicable interest, and/or suspension of DBS Bank International Debit Card, without any liability to the Bank.

#### 8.9 REVERSAL OF ENTRIES

If any payment has been made by us as a result of your use or purported use of Electronic Services:

- (a) and the Account was consequently debited, but the debit was reversed in error or the Account was not debited at all; or
- (b) after any payment instruction was given on the Account but before such payment instruction has been honoured, Then we shall be entitled to correct the Account by
  - (i) debiting the Account with the amount paid by us; or
  - (ii) by dishonouring or returning cheques or other instruments and reversing the payment instruction, if there are insufficient funds available in the Account, as the case may be.

#### 8.10 USE OF CARD OUTSIDE INDIA

Transactions in foreign currency shall be converted to Indian rupees on the date of conversion based on the rates decided by the Bank/VISA. The rate used for the conversion may be different from the rate in effect on the date of the transaction due to market fluctuation. All transactions in foreign currency are subject to a charge imposed by the respective card associations, either as a reimbursement charge representing the charge imposed on us or as a direct charge to you. An administrative fee as applicable at the time of charging of the foreign currency transaction amount for services provided or actions taken by us in relation to such foreign currency transactions shall be payable by you and debited to your Card Account.

### 9. TERMINATION OF USE OF CARD AND CARD ACCOUNT

#### 9.1 OUR RIGHT TO TERMINATE

We may suspend or terminate your Account(s) or your usage of Electronic Services at any time without having to give any reasons or notice. Upon termination, you will not use or attempt to use the PIN and/or Card. Any such use shall be fraudulent. If the use of the Card is terminated by us for any reason, you must return the Card to us cut in half through the magnetic strip. There will be no refund of any fees payable upon the termination of the Card for any reason.

#### 9.2 YOUR RIGHT TO TERMINATE

You may terminate your Account(s) or your use of Electronic Services at any time by giving us written notice and returning to us (if applicable) the Card cut in half through the magnetic strip. You may also terminate this Agreement by giving us written notice and (if applicable) surrendering the Card. Upon termination, you will not use or attempt to use the PIN and/or Card. Any such use shall be fraudulent.

#### 9.3 OBLIGATIONS UPON TERMINATION

Upon the termination of your Account(s) for whatever reason, you shall not continue to use your Card(s). Your obligations under this Agreement will continue and we shall remain entitled to debit the Account(s) you maintain with us for overdraft charges as well as card transactions that are carried out before or after the termination of your Account. Until such transactions and any overdraft charges that may be imposed in the manner stipulated in Clause 2.5 above are paid in full, you (and any other person, if any, in whose name the Account is maintained) shall remain liable to us.

### 10. LIABILITY OF CARDMEMBERS

You shall be liable for, and shall pay, us, on demand, the balance due to us on your Account, including all charges debited to your Account in accordance with this Agreement or any other agreement between you (whether alone or jointly with any other person or persons) and us.

### 11. EXCLUSIONS AND EXCEPTIONS

#### 11.1 NON-ACCEPTANCE OF CARD

We are not liable in any way:

- (a) should your Card(s) or PIN(s) be rejected by a merchant or any terminal used to process card transactions or if we refuse for any reason to authorise any card transaction;
- (b) for any malfunction, defect or error in any terminal used to process card transactions, or other machines or system of authorisation whether operated by us or other persons;
- (c) for any delay or inability on our part to perform any of our obligations under this Agreement or otherwise if such delay or inability arises from a failure of, or any unauthorized and/or unlawful access to, any machine, data processing system, transmission link or arising from any electronic, mechanical system, data processing or telecommunication defect or failure, power and electricity failure, act of God, civil disturbance, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lockouts, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors or any event outside our control or the control of any of our servants, agents or contractors or any fraud or forgery or; (d) for any damage to or loss or inability to retrieve any data or information that may be stored in your Card(s) or any microchip or circuit or device in your Card(s);
- (e) for our compliance with any instruction given or purported to be given by you relating to Electronic Services, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such instruction;
- (f) if you are deprived of the use of any Electronic Services as a consequence of any action by us and/or any Participant; or
- (g) any Electronic Service not being available due to system maintenance or breakdown/non availability of any network; or
- (h) for any equipment or software providers, any service provider, any network providers (including but not limited to telecommunications providers, Internet browser providers and Internet access providers), any Participant, or any agent or subcontractor of any of the foregoing.

In any event, we are not liable for anything done or omitted to be done except in the case of our gross negligence or willful default.

#### 11.2 PROBLEMS WITH GOODS AND SERVICES

We are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Card or Electronic Services nor are we responsible for any benefits, discounts or programmes of any merchant that we make available to you. Notwithstanding the non-delivery or non-performance or defects in any such goods and services, we shall be entitled to debit your Card Account or any other Account(s) you maintain with us for the full amount pursuant to that Card Transaction. You will settle any dispute directly with the provider of the goods and services.

#### 11.3 NO LIABILITY FOR CONSEQUENTIAL LOSS

Neither we nor any Participant shall be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from the provision and/or use of Electronic Services or your usage of the Card.

#### 118.4 NO LIABILITY FOR CARD-NOT-PRESENT TRANSACTIONS

We may, in our discretion and without giving prior notice approve or authorize such Card-Not-Present transactions in which event you shall be liable for all Card-Not-Present transactions effected through the use of your Card for any reason. We will not be liable to you in any way for any authorization done in connection with Card-Not-Present transactions.

#### 12. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES

Any of our records relating to card transactions with your signature or authorized by your PIN are conclusive evidence of their accuracy and authenticity and shall be binding on you for all purposes. You shall also notify us if you discover any errors or inaccuracies in any Account/s statement. If you fail to inform us of any error or inaccuracy in the Account/s statement/passbook within fourteen (14) days from your receiving it, the contents of the Account/s statement/passbook shall be conclusive and binding on you.

#### 13. AMENDMENTS

##### 13.1 CHANGES TO AGREEMENT

We may change the contents of this Agreement and/or create new terms and conditions at any time by notifying you of the changes. The changes shall take effect on the date specified in the notice. Should you continue to keep or use the Card and/or the Electronic Services after the specified date, you shall be deemed to have accepted the changes without reservation. If you do not accept the changes, you must stop using the Card and/or Electronic Services and terminate this Agreement.

##### 13.2 PUBLICATION OF CHANGES

We may notify you of any changes to this Agreement by publishing such changes on our website or by displaying them at our branches. We may however choose to inform you by other means of communication.

#### 14. DISCLOSURE OF INFORMATION

##### 14.1 PARTIES TO WHOM DISCLOSURE MAY BE MADE

You authorise us to disclose any particulars of your Account/s and/or your use of the Card(s) to:

- (a) any person or organisation participating in the provision of electronic or, without limitation, other services in connection with banking services or usage or loyalty benefits made available or utilised by you, whether in India or outside India for the purpose of the operation of the said services, including but not limited to investigating discrepancies, errors or claims;
- (b) banks, credit or charge card companies or merchants in credit or charge card enquiries; outsourced agents appointed by us for the purpose of making printing, mailing, storing microfilming and/or filing personalised cheques, statements of accounts, cards, labels, mailers or any other documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever
- (c) any information garnering or processing organisation or department or consultant conducting survey(s) or analyses or developing system applications on our behalf; (d) any person or organisation for the purpose of marketing or promoting any services or products whether our own or tied up by us; (e) VISA International, MasterCard International or American Express International;
- (f) any of our related corporations for risk management purpose, for monitoring credit exposures across the DBS Group to you and for cross-selling purposes. "DBS Group" means any of our subsidiaries, our holding company and any subsidiaries of our holding company;
- (g) any government agency or authority or courts of the jurisdiction where any of our overseas branches is situated; or
- (h) any person or organisation for the purpose of collecting or recovering on our behalf, or securing for your benefit or repaying on your behalf, any sums of money owing to us from you;
- (i) any Participant or third party which has a legitimate business purpose for obtaining such information, including offering your products or services in connection with or to facilitate the use of Electronic Services; to any person using the Electronic Services purporting to be you; where such disclosure is necessary to complete any Transaction.

##### 14.2 ACKNOWLEDGMENT

You acknowledge that:

- (a) to ensure your interest, we may record on camera or on videotape, at our own discretion the access to and the presence of any person while availing the use of the Debit Card. All records maintained by us, in electronic or documentary form of the instructions from you and such other details (including but not limited to payments made or received), and all camera/video recordings made as mentioned above will as against you, be deemed to be conclusive evidence of such instructions and such other details

#### 14.3 NO LIABILITY FOR DISCLOSURE PERMITTED UNDER AGREEMENT

Neither we nor any of our officials shall be liable for any loss or damage suffered by you or as a result of any disclosure of any Information which you have consented to us and/or any of our officials disclosing.

#### 14.4 PROVISION OF INFORMATION

You will provide us with any information or documentation that we may reasonable request relating to your use of the Card or the Electronic Services and shall cooperate with us in any related investigation or litigation. If the information is not provided or if information provided is incorrect, we may at our discretion refuse renewal of the Card or cancel the Card forthwith.

#### 14.5 CONSENT CLAUSE

You hereby expressly authorize the Bank to disclose at any time and for any purpose any information whatsoever relating to my/our particulars, Account, deposit, transactions, or dealings with the Bank, to any court of competent jurisdiction, quasi judiciary authority, law enforcement agency, relevant wing of state government, RBI, Income tax authorities, statutory authorities, financial institutions, credit bureaus/agents/vendors or any company which is an affiliate or associate or subsidiary or a group company of the Bank.

#### 15. SET OFF AND CONSOLIDATION

##### 15.1 EXTENT OF OUR RIGHTS

We shall be entitled at any time and without notice to you combine or consolidate the moneys in any of your Accounts maintained with us (whether matured or not) held jointly or singly and/or set off or transfer any sums that your Account(s) is in credit of, towards the repayment of sums owed by you to us on regardless of whether we have terminated the use of your Card or Account/s or your use of Electronic Services and/or whether the balance owed to us has become due or payable without giving any notice. Notwithstanding anything contained herein, shall affect the Bank's right of setoff, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between the Bank and Cardmember.

##### 15.2 SET OFF AND CONSOLIDATION INVOLVING FOREIGN CURRENCIES

Where any set off or consolidation undertaken by us involves the conversion of one currency to another, we shall make the necessary conversion at our prevailing currency exchange. Any losses that may arise from such conversion shall not be recoverable from us.

#### 16. COMMUNICATION AND SERVICE OF DOCUMENTS

##### 16.1 COMMUNICATION

We may send any Card(s) notices, Account statements or any other communication to you by facsimile transmission, short message system (SMS), electronic mail, ordinary prepaid post or personal delivery to your last known address. Communication and notices sent by facsimile shall be considered to have been sent and received by you on the same day. Communication and notices sent by pre-paid mail shall be considered to have been delivered on the day immediately after the date of posting if sent by post in India, and considered delivered five (5) days after the date of posting if sent outside of India.

##### 16.2 SERVICE OF DOCUMENTS

We may serve you with a writ of summons, statement of claim or any other legal process or document requiring personal service by delivering it personally, sending it by ordinary post or by leaving it at your last known address (whether a post office address or private residence or business residence or otherwise). You will be considered to have been properly served on the date of delivery if we deliver process personally to you, or served on the next date after the date of posting if process is posted to you. In addition to these two (2) methods of service, we may serve you in any other method permitted by law.

#### 17. MISCELLANEOUS

##### 17.1 RECOVERY OF COSTS

Any costs, fees or expenses (including legal costs) that are incurred by us as a result of your breach of the terms and conditions of this Agreement or arising out of our enforcement of any of our rights shall be recoverable by us from you on a full indemnity basis.

##### 17.2 TRANSACTIONS INVOLVING FOREIGN CURRENCY

If the currency of any card transaction is different from that which your Account is maintained, we shall be entitled to convert such transaction into the currency of your Account or any other currency at such rate(s) of exchange as we may determine; and debit your Account with the amount of the card transaction. We may debit, as applicable, all sums payable to us under this Agreement to your Account and for this purpose convert credits and charges incurred into the currency of your Account at such rate (s) of exchange as we may determine.

##### 17.3 INSTRUCTIONS FROM YOU

All requests or instructions from you must be in writing and signed by you. We may choose to accept any instruction from you made through electronic mail, and in the case of the telephone, such instruction that we believe is given by you even if you had not

actually given such instructions. Any non-written instructions shall be given to us at your risk and we shall not be responsible for any loss or damage that you may suffer.

#### 17.4 PROVISIONS OF THIS AGREEMENT TO PREVAIL

The provisions of this Agreement shall supplement and not replace the provisions of any agreement you may have with us with respect to any Account(s) or the Electronic Services, any other agreement(s) between us and you or any of our rights arising under any such agreement(s). Should the provisions of this Agreement and the provisions of any such other agreement on the subject covered under this Agreement conflict, the provisions of this Agreement shall prevail.

#### 17.5 ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES

We may provide at our sole discretion, additional services, benefits or programmes in connection with the use of your Card(s). Such additional services where provided, do not form part of our legal relationship with you and we may withdraw or change these services at any time without notice to you. Those additional services benefit or programmes may be subject to their own terms and conditions.

#### 17.6 DELAY OR FAILURE TO EXERCISE RIGHTS

Any delay or failure by us to exercise our rights and/or remedies under this Agreement does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

#### 17.7 GOVERNING LAW

This Agreement is subject to Indian law and you hereby submit to the exclusive jurisdiction of the courts of Mumbai in India.

#### 18. Indemnity

You will indemnify us against any liability, loss, damage, including solicitor and client costs and expenses (legal or otherwise) which we may sustain or incur, directly or indirectly, by reason of our having made available the Card or the Electronic Services or having entered into this Agreement with you or enforcement of our rights under this Agreement or in acting upon any instructions which you may give in relation to the Card or the Electronic Services or any negligence, fraud and/or misconduct on your part or on the part of any agents or representatives of yours or your breach of this Agreement, fraudulent/ unauthorized/duplicate/erroneous use/misuse of the Card and/or PIN.

#### 19. Terms and Conditions

In addition to this Agreement, the use of the Card and/or Electronic Services is also subject to our prevailing Terms and Conditions Governing Accounts. If there is any conflict or inconsistency between this Agreement and the Terms and Conditions Governing Accounts, it will be at the discretion of the bank to decide terms of either Agreement will prevail.

#### 20. Severability

If any term of this Agreement is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from this Agreement and rendered ineffective where possible without modifying the other terms of this Agreement.

#### 21. No Waiver

No failure to exercise, nor any delay in exercising, on our part any right or remedy under this Agreement will operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. Our rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies provided by law.

#### 22. TERMS AND CONDITIONS GOVERNING ELECTRONIC

##### 22.1 PIN/Card

At your request, we may issue you a DBS PIN and/or DBS Card which may, at your risk, be sent to you or the User by any means. You agree to hold us harmless if any other person obtains possession of the DBS PIN and/or DBS card. You will safeguard any PIN and/or Card issued to you and follow every procedural, security and other requirement and notice of ours and/or the relevant Participant regarding their use, or, as the case may be, you will ensure that the User complies with the provisions of this clause regarding any PIN and/or Card issued to him. You should notify us immediately if

- any DBS PIN is lost or disclosed to any person or
- any DBS Card is lost or damaged or used by any other person or
- any User ceases to be employed or authorised by you to use the DBS PIN and/or DBS Card or
- if any other event occurs which would, under the terms of this Agreement, allow us to suspend or cancel the use of Electronic Services. After receipt of any such notice purporting to come from you, we may suspend or cancel your use of Electronic Services at any time.

Following the occurrence of any event referred to in Clause 5 above, we may at our discretion issue a replacement DBS PIN and/or DBS Card on the prevailing terms and conditions for Electronic Services and charge a replacement fee.

##### 22.2 Payments Charges Fees Costs and Taxes

You will pay such charges and fees for the provision of Electronic Services as we may prescribe from time to time, whether or not you in fact make use of such Electronic Services. We are authorised to debit your Account(s) for all charges, fees, withdrawals and payments for the provision and/or use (authorised or unauthorised) of Electronic Services and any other liabilities to, and loss suffered by, us as a result of the provision and/or use of Electronic Services. If the Account has insufficient available funds to meet any request for payment of monies or to satisfy any liability, we may (but are not bound to) grant you credit to meet such payment or liability. You undertake to pay interest and charges at such rates or amounts as determined by us. Where a Transaction, or the debiting or crediting of any Account in connection with a Transaction, requires the conversion of one currency into another, we are authorised to effect such conversions at the rate determined by us and/or Participants. If GST is charged on any payment, you will pay such GST in addition to all sums payable and indemnify us against any payment we are required by law to collect and make in respect of such GST. We may debit the Account for such GST, including default interest payable in the same manner as may be provided in this Agreement or in any related agreement for credit facilities, and/or any other charges, as we may prescribe from time to time, even if such debiting results in the Account becoming overdrawn.

##### 22.3 Use of Electronic Services

We and/or the Participants may at any time without notice to you

- determine and vary the frequency and manner of use of Electronic Services, transaction limits, operating hours, types of facilities and services available through Electronic Services or
- add or delete any Participant. You will be responsible for all transactions made by the use or purported use of the Electronic Services by any person, with or without your authority, knowledge or consent, and may not claim against us in respect of any such use or purported use.

We and/or the Participants may at any time, without notice to you and without assigning any reason therefor, and without liability for any inconvenience, loss, damage or injury suffered by you or any third party:-

- limit, suspend or terminate any or all of the Electronic Services; or
- disallow any Transaction or allow a Transaction subject to such conditions as we see fit; or
- revoke or suspend your, or any User's, right and authority to use Electronic Services; or
- retain or reject any Card and/or PIN.

Any claims against or disputes with a Participant are to be settled between you and the Participant. You will not claim against us in this respect. Cash and proceeds of cheques (including house cheques) deposited through the Electronic Services cannot be withdrawn until collected and verified by us. Our determination of the amount deposited shall be conclusive against and binding on you.

##### 22.4 Customer's Duty

The Card is our property and must be returned to us on request or on cancellation or termination of the Card and/or this Agreement. The Card is to be used solely by you, and must not be transferred or pledged as security in any way. You are requested to cut the card across the magnetic strip and ensure that the identity of our officer is established before handing over the Card.

##### 22.5 Consent to Disclosure/Provision of Information

You consent to us and/or any of our officials disclosing any Information, whether in India or otherwise, for the following purposes:-

- to any Participant or third party which has a legitimate business purpose for obtaining such information, including offering you products or services in connection with or to facilitate the use of Electronic Services;
- to any person using the Electronic Services purporting to be you or a User;
- where such disclosure is necessary to complete any Transaction.

You acknowledge that:- Neither we nor any of our officials shall be liable for any loss or damage suffered by you or any User as a result of any disclosure of any Information which you have consented to us and/or any of our officials disclosing. You will provide us with any information or documentation that we may reasonably request relating to your use of the Electronic Services and shall cooperate with us in any related investigation or litigation.

##### 22.6 Liability

We will not be liable for any loss suffered by you or any third party arising from and in connection with the use of the Electronic Services except where such loss is attributable to our negligence or wilful default. Neither we nor the Participants will be liable for any inconvenience, loss, damage or injury suffered by you or any third party arising from or caused by:-

- (a) our compliance with any instruction given or purported to be given by you or a User relating to Electronic Services, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such instruction;
- (b) your being deprived of the use of any Electronic Service as a consequence of any action by us and/or the Participants; or
- (c) any Electronic Service not being available due to system maintenance or breakdown/nonavailability of any network; or
- (d) any failure by us and/or any Participant to perform any obligation or observe any term of this Agreement if such failure arises from a failure of, or any unauthorized and/or unlawful access to, any machine, data processing system or transmission link or any act of force majeure such as acts of God, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors, or any event outside our control; or
- (e) any equipment or software providers, any service provider, any network providers (including but not limited to telecommunications providers, internet browser providers and Internet access providers), any Participant, or any agent or subcontractor of any of the foregoing.
- (f) non-availability of ATM services in a country other than in which the Card was issued. This will be governed by local regulations in force in the said country.

Any downloading of data from any Electronic Service is done solely at your risk, and we will not be liable for the integrity or use of any data downloaded in any way.

Neither we nor any Participant shall be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from the provision and/or use of Electronic Services.

#### 22.7 Records of Transactions

The records of transactions of us and Participants shall be conclusive against and binding on you except in the case of computation and/or manifest error.

#### 22.8 Communications

All notices or other communications given by us to you if:-

- (a) sent by post or left at your last known address will be deemed to be received by you on the day following such posting or on the day when it was so left; or
- (b) communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast.

#### 23 Definitions

Words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine or neuter gender and vice versa; references to persons are to be construed as references to an individual, company or trust as the context requires. Clause and other similar headings are for ease of reference and shall not affect the interpretation of any provision herein. In this Agreement, unless otherwise required:-

- (a) this "Agreement" means these terms and conditions as amended or supplemented by us;
- (b) "Account" refers to savings and/or current account designated by us to be eligible account/s for operation through the use of the Card and/or accessed by you through the Electronic Services, and includes any other Account in addition to or in substitution for the Account. Account shall also include the Card Account;
- (c) "ATM" means an automated teller machine or card operated machine or device whether belonging to us or of any other bank on a shared network, at which amongst things, you can use your Card to access your funds in your Account/s held with us;
- (d) "ATM Limit" means the maximum permissible limit prescribed by us for all cash withdrawals and/or any other Transaction which you may effect through an ATM in any one day;
- (e) "Card" or "Debit Card" refers to the DBS Bank Visa International Debit Card including any replacement or renewed Card, and "DBS Card" means a card issued by us to you or any User at your request;
- (f) "Card Account" shall mean in case of multiple accounts linked to the Card, the account that has been designated by you as being the main/first account of operation i.e. the account from which purchase transactions, charges and fees related to the Card are debited.
- (g) "Card Transaction" means any payment made or any amount charged for any goods, services and/or other benefits by, through or from the use of the Card in signature or the PIN or in any other manner, regardless whether a sales draft or other voucher or form is signed by you and whether authorization has been sought by us;

- (h) "Card-Not-Present Transaction" means a Transaction effected in a merchant environment where the Cardmember and the Card are not physically present at the time of usage. Typical Card-Not-Present transactions include but are not limited to internet-based transactions, mail, telephone or facsimile orders or reservations or recurring payments;
- (i) "Company" means a firm, company, corporation, statutory body, government body, partnership or unincorporated body of persons and "corporate customer" means a company which has applied to use Electronic Services, and where a corporate customer is a partnership or a body of persons, this Agreement will bind the partners or such persons jointly and severally;
- (j) "Electronic Services" means any banking and other services or facilities which we and/or any Participant may make available to you from time to time and offered via electronic means, including any card, electronic computerised or telecommunication devices or modes of operating accounts in or outside India, and where the context requires, also means any PIN and/or Card used to access Electronic Services;
- (k) "Merchant" means any person, firm or corporation which enters into an agreement with the bank, or any member or licensee of MasterCard International, VISA International, or any other electronic service provider relating to the use and/or acceptance of a Card in payment to such person whether for goods, services or charges provided or incurred;
- (l) "GST" means any goods and services tax, including any tax of a similar nature that may replace it or be levied in addition to it, by whatever name called;
- (m) "Information" means information regarding the money or other relevant particulars relating to you, or any User, or the Account or any Transaction;
- (n) "Participant" means any person, firm, company or organisation in India or otherwise which, from time to time, participates or is involved, directly or indirectly, in providing Electronic Services or any goods and services in relation to the Card;
- (o) "PIN" means a PIN issued by us to you or any User at your request, in relation to the use of the Card and/or access of Electronic Services;
- (p) "Transaction" means any transaction or instruction effected or issued, or purported to be effected or issued, by you through the Card and/or Electronic Services;
- (q) "User" means any person(s) nominated and authorised by you from time to time, and acceptable to us, to use Electronic Services;
- (r) Point of Sale transactions – means transactions initiated at Merchants' point of sale terminals;
- (s) Spending Limit – means the maximum permissible limit prescribed by us in respect of total Card transactions effected in a day
- (t) "The Bank", "DBS Bank", means DBS Bank India Limited and its successor and assignees.
- (u) "International Transactions" refers to the transactions performed by you through the Debit Card outside India, Nepal and Bhutan.



## TERMS AND CONDITIONS FOR - USAGE OF THE DBS DEBIT CARD ON THE INTERNET

### Terms and Conditions ("T&Cs") for -Usage of the DBS Debit card on the Internet:

These Terms & Conditions (**T&Cs for usage of the DBS Debit card**) govern and apply to the use of the Debit card facility/services on the internet and are in addition to these T&Cs customer agrees to abide by under the iBanking terms and the Debit Card terms and conditions. These T&Cs forms part and parcel of the existing iBanking and the Debit Card terms and conditions. All capitalized terms used in these T&Cs and not otherwise defined herein shall have the meaning as mentioned in the T&Cs for iBanking and the Debit Card terms and conditions.

In these T&Cs "you" and "your" or "Cardholder" mean the Customer and authorized user collectively. "Card" or "Debit Card" refers to the DBS VISA International Debit Card including any replacement or renewed card. "We", "our" and "us" refers to DBS Bank India Limited and its successors and assigns or to any affiliate if any services are being provided by an Affiliate under these T&Cs. You hereby confirm that the Debit Card Facility shall be used only by you.

You agree that in the event you avail any of the services / facilities offered by us through the Debit Card on the internet, you shall be bound by all the T&Cs pertaining to such services / facilities, including the iBanking and the Debit Card terms and conditions as offered by us. By clicking on the "I agree" check box, you agree to be legally bound by these T&Cs.

The following are the T&Cs applicable for the usage of the Debit card facility and/or services on the internet:-

1. You agree and accept the services are being provided by us at your request to carry out the online transactions through DBS Debit Card instructions on your account, as given by you. You hereby undertake that you shall take all necessary precautions to prevent unauthorized and illegal use of the Debit Card and unauthorized access to your account/s.
2. You have no objection whatsoever, that your billing details are provided to us by online shopping merchant.
3. The Card can be used by the Cardholder (unless otherwise intimated by DBS Bank India Limited) at all Internet Websites in India and abroad which display the logos of the Bank/VISA/ MasterCard and/ or any other Shared Networks and/ or agencies as may be recognized by DBS Bank India Limited from time to time and which have the facility of offering goods or services for purchase through the Internet Website.
4. You agree that a valid Debit Card shall mean a card which is active currently on the system and not blocked or hot listed. If a card is hot listed You will not be able to carry out any transactions with immediate effect.
5. You have no objection whatsoever, that your billing details are provided to us by online shopping merchant. You shall be responsible for ensuring the availability of the balance and accuracy of the amount and payment details.
6. You agree that you will make payments as required by the online shopping merchant. You will not hold us responsible for the online shopping merchant rejecting the payment amount because of incorrect or incomplete entries or for any other reasons whatsoever. You agree that the record of the instructions given and transactions with us shall be conclusive proof and binding for all purposes and can be used as conclusive evidence in any proceeding.
7. You understand and acknowledge that only those websites which offer a 3D secure or 2nd factor authentication will allow transactions done through the DBS Debit card. You also understand and agrees that the shared networks may provide different functionalities and service offerings that may require you to provide certain additional details to complete the online transaction.
8. You agree that the said functionalities and service offerings by the shared networks shall be advertised on the Internet Website of the merchant vide an additional logo/ trademark/ symbol.
9. You agree that for the purpose of using the Card for an internet purchase, You shall provide the card number, CVV2 security digits, expiry date of the Card, and a One Time Password (OTP) which will be sent to the customer registered mobile number with us.
10. You agree that unless you enter the complete and correct data/ information in the verification field/s in the internet website, you shall not be able to complete your online transaction. You will not hold us responsible for the online shopping merchant rejecting the payment amount because of incorrect or incomplete entries or for any other reasons whatsoever.
11. You agree that in case You wish to cancel a completed transaction due to an error or on account of merchandise return, the earlier transaction must be cancelled at the internet website and an electronic copy of the cancelled receipt must be retained in your possession.
12. Reversal/refund of debits due to such transactions will be processed manually and the electronic copy of the cancelled receipt needs to be produced by the Cardholder, if called for. The Card is not to be used at hotels during check-in and also at other



locations where paying arrangement is done before completion of the purchase transaction or service.

13. You agree that all refunds due to non-delivery of goods or services / rejection of the goods or services will be done at the request of the online shopping merchant only. In case of refunds, we will not refund payment processing charges levied, if any on you for processing of the transaction.
14. You agree that without prejudice to anything contained anywhere in these T&Cs, we shall be under no liability, whatsoever, to you, in respect of any loss or damage arising, directly or indirectly, out of (a) any defect in any goods or services supplied, (b) the refusal of any merchant to honour or accept the payment through Debit Card system, (c) the malfunction of any computer terminal, any delay/ technical failures (d) sharing of access details of your account by you or any third party to any unauthorized person, (e) Any mis-statement, mis-representation, error or omission in any details disclosed to us by you (f) Any discrepancy between the amount required to be paid by the respective merchant(s) and the instructions given by you.
15. You agree that we shall not be responsible for any dealings that you may have through internet website, including but not limited to the supply of goods and services. It must be distinctly understood by You that this Debit Card Facility is purely a facility for you to purchase goods and/or avail of services, we hold out no warranty or make no representation about the quality, delivery or otherwise of the merchandise.
16. You agree that for reasons that the internet website is not capable of accepting all the details required by us and/or the shared networks to complete the online transaction, the said transaction shall not be treated as complete and in which case We shall not be held liable for any incomplete/unprocessed/ rejected transactions.
17. You agree that on completion of the online purchase transaction, the amount for which you make an online purchase shall be debited from the account linked to the Card immediately.
18. You agree that we will not be held responsible for the delivery of any item purchased by you or the condition of the item when it is delivered. Our role is restricted to provision of information and payment service only. All disputes regarding delivery/ condition of goods are to be taken up directly with the concerned merchant. We shall not, in anyway, be responsible for merchandise, merchandise warranty or services purchased, or availed of by you from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by you.
19. You agree that should you have any complaints concerning any transaction placed through internet website, the matter should be resolved by you with the concerned merchant and failure to do so will not relieve you from any obligations to us. We accept no responsibility for any surcharge levied by any internet website and the same being debited to your Account with the transaction amount. You shall at all times take all appropriate steps, including those as mentioned herein, to maintain the security of the Card, ATM PIN and other details pertaining to your Card.
20. You agree that any dispute or claim regarding the merchandise must be resolved by you with the merchant the existence of the claim or dispute shall not relieve you of your obligation to pay all the charges and you agree to pay promptly such charges, notwithstanding any dispute or claim, whatsoever.
21. In case of any dispute, we reserve the rights to suspend any merchant / master merchant either temporarily or permanently. During this period, DBS Debit Card facility will not work for all such suspended merchants.
22. All disputes are subject to the exclusive jurisdiction of the competent Courts in Mumbai only and the laws applicable shall be Indian laws.
23. We reserve the right to change, at anytime, these T&Cs, features and benefits offered to you including, without limitation to, changes which affect existing balances, interest charges or rates and methods of calculation. You agree that charges, if any, for the Debit Card facility and related services will be at our sole discretion and shall be at the liberty to vary the same from time to time. We shall communicate all the amended TnCs by hosting the same on our website, [www.dbs.com](http://www.dbs.com), or in any other manner as decided by the Bank. You shall be liable for all charges incurred and all other obligations under these revised Terms. You shall be responsible for regularly reviewing these T&Cs including amendments thereto as may be posted on the website and shall be deemed to have accepted the amended T&Cs by continuing to use the direct debit facility.
24. We may, at our sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to the products /services made available by the us.

25. You agree that we shall at our own discretion withdraw at anytime the Debit Card facility, or any services provided hereunder, in respect of any or all the account(s) without assigning any reason whatsoever, without giving you any notice.
  26. You agree that you shall not use the Debit Card facility/services for any mail order/phone order purchases and any such usage will be considered as unauthorized and the Cardholder shall be solely responsible for such usage.
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## TERMS & CONDITIONS FOR – DIRECT DEBIT FACILITY

### Terms and Conditions for – Direct Debit Facility:

These Terms & Conditions (**T & Cs for Direct Debit Facility /T&Cs**) govern and apply to the use of the **Direct Debit Facility** Services and are in addition to these T&Cs customer agrees to abide by under the iBanking terms. These T&Cs forms part and parcel of the existing iBanking terms and conditions. All capitalized terms used in these T&Cs and not otherwise defined herein shall have the meaning as mentioned in the T&C for iBanking.

In these T&Cs "you" and "your" mean the Customer and Authorised User collectively. "We", "our" and "us" refers to DBS Bank India Limited and its successors and assigns or to any affiliate if any services are being provided by an Affiliate under these T&Cs. You must confirm that **Direct Debit Facility** shall be used only by you.

You agree that in the event you avail any of the services / facilities offered by us through the Direct Debit Facility, you shall be bound by all the **T&Cs** pertaining to such services / facilities, including the iBanking terms and conditions as offered by us. By clicking on the "I agree" check box, you agree to be legally bound by these T&Cs.

The following are the T&Cs applicable for the Direct Debit Facility and/or services.

1. You agree and accept the services provided by us at your request to carry out the online shopping payments through DBS iBanking instructions on your account, given by you. You hereby undertake that you shall take all necessary precautions to prevent unauthorized and illegal use of the Direct Debit Facility and unauthorized access to the your account/s
2. You have no objection whatsoever, that your billing details are provided to us by online shopping merchant.
3. For the purpose of your safety, we will set a daily limit for online payments using this facility. This daily limit can be modified by you any time and the same shall be made available to you subject to the availability of the balance in your Account. You shall be responsible for ensuring the availability of the balance and accuracy of the amount and payment details.
4. You agree that you will make payments as required by the online shopping merchant. You will not hold us responsible for the online shopping merchant rejecting the payment amount because of incorrect or incomplete entries or for any other reasons whatsoever. You agree that the record of the instructions given and transactions with us shall be conclusive proof and binding for all purposes and can be used as evidence in any proceeding.
5. All refunds due to non-delivery of goods / rejection of the goods will be done at the request of the online shopping merchant only. In case of refunds, we will not refund payment processing charges levied, if any on you for processing of the transaction
6. Without prejudice to anything contained anywhere in these T&Cs, we shall be under no liability, whatsoever, to you, in respect of any loss or damage arising, directly or indirectly, out of (a) any defect in any goods or services supplied, (b) the refusal of any merchant to honour or accept the payment through direct debit system, (c) the malfunction of any computer terminal, any delay/ technical failures (d) sharing of access details of your account by you or any third party to any unauthorized person, (e) Any mis-statement, mis-representation, error or omission in any details disclosed to us by you (f) Any discrepancy between the amount required to be paid by the respective merchant(s) and the instructions given by you.
7. We shall not be responsible for any dealings that you may have through Internet website, including but not limited to the supply of goods and services.
8. It must be distinctly understood that this Direct Debit Facility is purely a facility for you to purchase goods and/or avail of services, we hold out no warranty or make no representation about the quality, delivery or otherwise of the merchandise.
9. You agree that we will not be held responsible for the delivery of any item purchased by you or the condition of the item when it is delivered. Our role is restricted to provision of information and payment service only. All disputes regarding delivery / condition of goods are to be taken up directly with the concerned merchant. We shall not, in anyway, be responsible for merchandise, merchandise warranty or services purchased, or availed of by you from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by you.

10. Should you have any complaints concerning any transaction placed through internet website, the matter should be resolved by you with the concerned merchant and failure to do so will not relieve you from any obligations to us. We accept no responsibility for any surcharge levied by any internet website and the same being debited to your Account with the transaction amount.
  11. Any dispute or claim regarding the merchandise must be resolved by you with the merchant the existence of the claim or dispute shall not relieve you of your obligation to pay all the charges and you agree to pay promptly such charges, notwithstanding any dispute or claim, whatsoever.
  12. In case of any dispute, we reserve the rights to suspend any merchant / master merchant either temporarily or permanently. During this period, DBS iBanking - Direct Debit facility will not work for all such suspended merchants.
  13. All disputes are subject to the exclusive jurisdiction of the competent Courts in Mumbai only and the laws applicable shall be Indian laws.
  14. We reserve the right to change, at anytime, these T&Cs, features and benefits offered to you including, without limitation to, changes which affect existing balances, interest charges or rates and methods of calculation. You agree that charges, if any, for the Direct Debit facility and related services will be at our sole discretion and shall be at the liberty to vary the same from time to time. We shall communicate all the amended T&C's by hosting the same on our website, [www.dbs.com](http://www.dbs.com), or in any other manner as decided by the Bank. You shall be liable for all charges incurred and all other obligations under these revised Terms. You shall be responsible for regularly reviewing these T&Cs including amendments thereto as may be posted on the website and shall be deemed to have accepted the amended T&Cs by continuing to use the direct debit facility.
  15. We may, at our sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to the products /services made available by the us.
  16. You agree that we shall at our own discretion withdraw at anytime the Direct Debit facility, or any services provided there under, in respect of any or all the account(s) without assigning any reason whatsoever, without giving you any notice.
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## **TERMS & CONDITIONS FOR USE OF INTERNET BANKING SERVICES**

## Terms & Conditions for use of Internet Banking Services ("Banking Services")

These Terms & Conditions (T & Cs for iBanking/T&C) govern and apply to the use of the iBanking Services.

In these terms and conditions "you" and "your" means the customer and Authorised User and the guardian of a minor in case of the customer being a minor. "We", "our" and "us" refers to DBS Bank India Limited and its successors and assigns or to any Affiliate(as defined in clause 77 below) if any services are being provided by an Affiliate under these terms and conditions. You confirm that the iBanking Services shall be used only by you.

You and the Authorised User agree that in the event you and the Authorised User avail of any services/facilities offered by DBS Bank India Limited through the Channel, you and the Authorised User shall be bound by all the terms and conditions pertaining to such services/facilities, offered by DBS Bank India Limited By clicking on the "I agree" button, you agree to be legally bound by these T&Cs.

### Scope

1. The iBanking Services facilitate access to information of Account(s) and to carry out certain banking services (including but not limited to, funds transfer, selected payment and investment services, bill payment, and applications for new services) by electronic means, subject to these terms and conditions as may be amended or replaced from time to time.

### Eligibility

2. We will provide iBanking Services to you only if you have an active Account(s) which we deem to be eligible and a valid and existing mobile number, mailing and email address and the same is available with us in our record. If at any time you cease to have an eligible Account or fail to provide an updated mobile number or address, we reserve the right to deny you access to the iBanking Services.

### Charges and Fees

3. We reserve the right to change fees/charges or re-negotiate them depending upon relationship of a customer. We reserve the right to and may at our sole discretion, charge and revise fees (for example, subscription fees, per transaction fees etc.) in relation to the use of the iBanking Services and for the provision of or any replacement of Security Codes for whatever reasons from time to time. The bank reserves the right to change these rates/charges or re-negotiate them depending upon relationship of a customer. We shall, in most cases, give reasonable notice of such days as may be prescribed by the Reserve Bank of India from time to time, to you, for any change in the rates, fees and charges before they become effective provided that such variation is within our control. The obligation to give you advance notice does not apply if variations are required in an emergency or where it is not practicable to give such advance notice.

4. You authorise us to debit your Account(s) for all fees for the provision and/or use (authorised or unauthorised) of the iBanking Services and any other liabilities to, and loss, damage or expense suffered by, us as a result of our provision and/or your use (authorised or unauthorised) of iBanking Services (including your liability to us under Clause 59).

5. If any payment has been made by us as a result of your use or purported use of iBanking Services:

- (a) and the Account was consequently debited, but the debit was reversed in error or the Account was not debited at all; or
- (b) after any payment instruction was given on the Account but before such payment instruction has been honoured, then we shall be entitled to correct the Account by (i) debiting the Account with the amount paid by us; or (ii) by dishonouring or returning cheques or other instruments and reversing the payment instruction, if there are insufficient funds available in the Account, as the case may be.

6. If the Account has insufficient available funds to meet any request for payment of monies or to satisfy any liability, we may (but are not bound to) grant you over draft to meet such payment or liability. You undertake to pay interest and charges at such rates or amounts as determined by us.

7. Where an Electronic Instruction, or the debiting or crediting of any Account in connection with an Electronic Instruction, requires the conversion of one currency into another, we are authorised to effect such conversions at the rate determined by us and/or Providers.

8. If GST is charged on any payment, you will pay such GST in addition to all sums payable and indemnify us against any payment we are required by law to collect and make in respect of such GST. We may debit the Account for such GST, including default interest payable in the same manner as may be provided in these terms and conditions or in any related agreement for over draft facilities, and/or any other charges, as we may prescribe from time to time, even if such debiting results in the Account becoming overdrawn.

9. You understand that any access to the iBanking Services may also be subject to and governed by the relevant laws and regulations of that country from which the iBanking Services are accessed.

10. You shall be responsible for all fees, charges and expenses (including and not limited to charges such as roaming charges for overseas usage, and other charges which may be imposed by your telecommunications service provider) in connection with the use of the iBanking Services.

### Conditions of Use

11. You agree to use the iBanking Services solely in accordance with these terms and conditions and only for your personal use. You are also required to follow the notices, guidelines and other instructions (such as operating rules and policies) relating to the use of the iBanking Services, the Security Codes and variations to these terms and conditions (See Clause 66).

a. Services may be accessed through different devices. The iBanking Services may be made available through different devices (for example, personal computers, mobile devices, handsets and kiosks), and so the features of iBanking Services may vary and access and use of the iBanking Services may be subject to the specific conditions of use for the different devices. We have the discretion from time to time to determine the type, specifications and/or configuration of telecommunications equipment acceptable for the purpose of providing the iBanking Services.

b. Transaction limits. We may, from time to time, impose transaction limits (such as minimum/maximum transaction amounts) in connection with the iBanking Services or vary the frequency or manner of use of the iBanking Services.

12. You agree and undertake:

a. not to use any equipment, device, software or material which you know or have reason to suspect contains any viruses, malicious code or damaging components which may interfere with the operation of the iBanking Services or corrupt data or software on or provided through the iBanking Services;

b. not to transmit any materials or information through the iBanking Services which are or may be offensive, indecent, defamatory or which may not be lawfully disseminated under applicable laws or which you know or have reason to suspect contains any viruses, malicious code or damaging components; and

c. to use the iBanking Services in conformity with all applicable laws, the acceptable use policies of any connected computer networks and any applicable Internet standards.

### Maintenance of Sufficient Balance

13. You shall ensure that there are sufficient funds (or prearranged credit facilities) in any Account for transaction through iBanking and we shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that we shall at our sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to you and you shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related costs and charges. We may withdraw the provision of iBanking, wholly or partly, if at any time the amount of deposit falls short of the required minimum as aforesaid and/or if the service charges remain unpaid, without giving any further notice to you and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

### Other applicable terms

14. In addition to these terms and conditions, other terms and conditions may also apply

to you:

- (a) the use of iBanking Services is also subject to the Account Terms. If there is any conflict or inconsistency between these terms and conditions and the Account Terms, these terms and conditions will prevail with respect to iBanking Services;
- (b) certain services which we offer are only available if you request for such service in the manner prescribed and the use of these services offered or made available to you, within or through the iBanking Services may be subject to additional terms and conditions ("Additional Terms") that we may notify you of, from time to time, by such notification method as we may choose, including through the iBanking Services, in local newspapers, in displays at our branches or via publication through any media. Such Additional Terms shall be effective on and from the date specified in the notice. You will be required to indicate your acceptance of the Additional Terms prior to use of these services; and
- (c) The use of certain products and services which we make available or offer or which our Providers make available or offer to you through the iBanking Services, may be subject to additional terms and conditions which will apply in full force and effect. In respect of third party products and services, under no circumstances should we be construed to be a party to any transaction, if any, between you and any third party products or services provider. We do not endorse, sponsor, certify, and are not involved in the provision of such third party products or services and we shall not be liable in any way for any products obtained and/or purchased from or services rendered by any such third party. You shall not involve us in any claims against or dispute with such third party.

#### **Discontinuation**

15. The iBanking Services may not be available to you for security and/ or technical reasons and for which we may not give you prior notice or reason.

16. The iBanking Services may be withdrawn for security and/ or technical reasons without giving you any reason or notice. You may terminate the iBanking Services by giving us seven (7) days prior written notice. Termination will not affect any rights or obligations accrued prior to the effective date of termination. Upon termination, you will not use or attempt to use the Security Codes.

#### **Security Codes & Security Devices**

17. Use of the iBanking Services will require the use of Security Codes. Your Security Codes may be dispatched by us, at your risk: by mail to your address maintained in our record; to your mobile phone number recorded with us or in such other manner as we may prescribe. You agree to hold us harmless if any other person obtains possession of any of your Security Codes. Security Codes for your Authorised Users will be issued directly to your Authorised User and such issuance will be subject to these terms and conditions as applicable to the Authorised User in their personal capacity.

18. You are responsible for the confidentiality and use of your Security Codes. It is vital that you take steps to prevent disclosure or discovery of the Security Codes provided to you as you are liable for financial loss incurred or Transactions carried out in connection with any unauthorised use of the Security Codes and you may not claim against us in respect of any such use or purported use.

19. You must notify us immediately if you have lost any of your Security Devices or have knowledge or have reason for suspecting that the confidentiality of the Security Codes have been compromised or if there has been any unauthorised use of the Security Codes (such as where you notice any unauthorised transactions or unauthorised access to your Accounts through the iBanking Services) or your Security Code has got disabled after a number of incorrect password attempts upto such number as may be intimated by us to you from time to time. You may notify us of the loss/theft or unauthorized use by calling our 24 hour Customer Service Hotline at 18002094555 / 91-44-66854555 or by notifying us in writing by visiting the branch nearest to you during the working hours on working days of the branch or such other modes as may be acceptable to the Bank. After receipt of any such notice from you, we may suspend or cancel your use of the iBanking Services. You shall not be liable for any transactions carried out after we have been notified of the loss, theft or copy by calling on Hotline or upon receipt of the notice if we have been notified in writing. Following the occurrence of any event referred to in this Clause, we may at our discretion issue replacement Security Codes within such time as may be intimated by us from time to time and charge a replacement fee and this shall not be construed as the commencement of a new contract

20. We may at our sole discretion require you to use and shall issue to you, replacement Security Codes.

21. All Security Devices provided to you are and will remain our property and you must return all Security Devices promptly upon our request or upon cancellation or termination of the iBanking Services. Security Devices must not be altered, tampered with, disassembled or in any way copied or modified, and must not be dealt with or exploited in any way without our written authorisation.

22. You acknowledge and confirm that any person (such as a mandate holder ) that you have authorised to access and/or use the iBanking Services in relation to your Account (all such persons to be collectively referred to as the "Authorised Users"), are severally empowered and authorised to give orders or instructions through the iBanking Services on your behalf and shall act, without prejudice to any other capacity which such person may be transacting under, as your agent when accessing and/or using the iBanking Services, in relation to your Account. All use and/or access of the iBanking Services by the Authorised Users shall be deemed your use. All references to your use of the iBanking Services shall be deemed to include the Authorised User's use and/or access where applicable. You shall procure and ensure that each of your Authorised Users is aware of, subject to and complies with these terms and conditions in relation to your Account. If any Authorised User to whom the Security Codes are given is no longer authorised to use the iBanking Services in relation to your Account, you shall immediately notify us in writing in the manner provided for in clause 74 herein below.

23. You shall notify us immediately upon receipt of any data or information which is not intended for you and you shall delete such data or information from your telecommunications device or equipment immediately.

24. Section 3 of the information Technology Act 2000 prescribes the procedure for authentication of electronic records, which states that a subscriber may authenticate an electronic record by affixing his digital signature and section 5 provides legal recognition to digital signature for authentication of electronic records. However, we have adopted the mode of authentication by means of verification of the Security Code or through any other mode of verification as may be stipulated at our discretion, which are not recognized under the Information Technology Act 2000 for authentication of electronic records. Therefore you are solely responsible to maintain the secrecy and confidentiality of the Security Code without any liability on us in this regard.

#### **Funds Transfer Through iBanking**

25. Funds transfer to other accounts. If funds transfer is made available to you, it may be used for transfer of funds from Account to other accounts belonging to third parties maintained at DBS Bank India Limited and/or at any other bank. In the event such transfer of funds is from the Account to accounts belonging to third parties maintained at any other bank, which falls under the network of Reserve Bank of India's Electronic Fund Transfer system, then the same shall be governed by the terms and conditions applicable to National Electronic Funds Transfer (NEFT / Real Time Gross Settlement (RTGS) of the Reserve Bank of India as provided on our website. You shall be responsible for keying in the correct account number and IFSC Code for the fund transfer request. In no case DBS Bank India Limited will be held liable for any erroneous transactions incurred arising out of or relating to your entering wrong account number and/or IFSC Code. DBS Bank India Limited will endeavour to affect funds transfer transaction received through iBanking subject to availability of sufficient funds in the Account and confirmation of payee registration by you (i.e. confirmation to whom you will transfer funds). DBS Bank India Limited shall specify from time to time the limit for carrying out various kinds of funds transfer or any other services through iBanking. This facility will be provided in accordance with the arrangement between DBS Bank India Limited, its Affiliates and Providers and as per conditions specified by DBS Bank India Limited from time to time.

#### **Terms and Conditions for Transfers between Non Resident Accounts:**

25A. By agreeing to be bound by these T&Cs for iBanking, you undertake that the transfers initiated by you and the transactions undertaken by you for either Non Resident External (NRE) Account or Non Resident Ordinary (NRO) Account or Foreign Currency Non Resident (FCNR) Account shall be in accordance with the requirements of Foreign Exchange Management Act, 1999 (FEMA) and all subsequent rules, regulations, notifications, directions, amendments or orders made thereunder. As per the declaration under Section 10 (5) of FEMA, you agree to abide by and be bound by all foreign exchange transactions as may be initiated by you from time to time. You confirm that the transactions shall not involve and shall not be designed for the purpose of any contravention or evasion of the provisions of FEMA or of any rule, regulation, notification, direction or order made there-under. You also agree to undertake to give

such information/documents as will reasonably satisfy us about the transaction in terms of the above declaration. You also understand that if you refuse to comply wholly or partly with any such requirement we shall, if we have reason to believe that any contravention/evasion is contemplated by you, report the matter to RBI. You also agree to be aware that relying upon your this declaration we may not insist upon your giving specific declaration-cum-undertakings in case of each such transaction. You also undertake to strictly operate and use the iBanking Services in accordance with the Exchange Control Regulations as laid down by RBI or any other authority from time to time.

#### Bill Payment

The following are the Terms and Conditions which govern the Bill Payment Facility

- (i) You agree and accept the Bill Payment Facility is/shall be provided on your Account by us at your request.
- (ii) You agree to provide your correct identification details as registered with the billing company. You agree to indemnify us from any liability due to incorrect information in this regard. You also agree to communicate to us any change in identification details as registered with the billing company within the time specified by us from time to time.
- (iii) You consent to the billing company disclosing your billing details to us.
- (iv) While we will take all reasonable steps to ensure the accuracy of the billing details, we will not be liable for any error. You shall not hold us responsible for any loss, damages, etc. that may be incurred / suffered by you if the information provided by you or the Provider turns out to be inaccurate/incorrect.
- (v) You agree that any disputes on bill details will be settled directly with the billing company and our responsibility is limited to provision of information received from the Provider.
- (vi) You shall make bill amount payments as required by the biller and shall not hold us responsible for the biller rejecting the bill amount because of incorrect or incomplete entries.
- (vii) You agree that the record of the instructions given and transactions with us shall be conclusive proof and binding for all purposes and can be used as evidence in any proceeding.
- (viii) You agree that we are at liberty to withdraw at anytime the bill payment facility, or any services provided thereunder, in respect of any or all the Account(s) without assigning any reason whatsoever, without giving me/us any notice.
- (ix) You acknowledge and recognize that DBS Bank India Limited is merely providing a platform for Bill Payment Services and in no way responsible and liable for any charges including late payment charges, loss, duplicate or incorrect payments made from your Account.

#### 26. Electronic Instructions

You agree to be bound by any access or use of the iBanking Services (whether such access or use are authorised by you or not) which are referable to your Security Codes or those of your Authorised User. You agree and acknowledge that any use of or access to the iBanking Services referable to your Security Codes or those of your Authorised Users and any Electronic Instructions shall be deemed to be, as the case may be:

- (a) use of or access to the iBanking Services by you or your Authorised Users; or
- (b) Electronic Instructions transmitted or validly issued by you or your Authorised Users.

You further agree that we, our Affiliates and the Providers shall be entitled (but not obliged) to act upon, rely on or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you or your Authorised Users and you waive all rights and remedies against us, our Affiliates and the Providers in respect of any loss, damage or expense thereby arising. You will be responsible and shall be liable for all Transactions.

27. We, our Affiliates and the Providers are under no obligation to investigate the

authenticity or authority of persons affecting the Electronic Instructions or to verify the accuracy and completeness of the Electronic Instructions. Accordingly, we, our Affiliates and the Providers may treat the Electronic Instructions as valid and binding on you notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of the Electronic Instructions.

28. Any risk of misunderstanding, error, loss, damage or expense resulting from the use of the iBanking Services are entirely at your own risk and we shall not be liable therefor.

All Electronic Instructions will be deemed to be irrevocable and unconditional upon transmission through the iBanking Services and we shall be entitled (but not obliged) to affect, perform or process such Electronic Instruction(s) without your further consent and without any further reference or notice to you. Nevertheless, in certain circumstances you may request to cancel or amend the Electronic Instructions which we will endeavour to give effect to on a commercially reasonable effort basis. However, notwithstanding the foregoing, we are not obliged to give effect to any request to cancel or amend any Electronic Instruction. In the event you give an instruction to debit your Account for payment of an amount from the Account, the instruction shall be executed on a real time basis unless otherwise specified by us. Hence, you shall not be able to give any instruction to us to stop the payment from the Account and the amount debited from the Account shall not be reversed to the Account. However, if you have scheduled a transaction to be processed on a future date and wish to cancel the transaction and/or give any instructions to us to stop the payment from the Account, you shall be required to make such cancellations/give stop payment instructions online two business days prior to the scheduled date of the transaction. If you have scheduled a transaction to be processed on a future date and such future date is a holiday in our branch where you maintain your Account(s), such transactions shall be executed on the next Business Day.

29. Unless otherwise provided, all Electronic Instructions are deemed "instructions" (as such term is used in the prevailing Terms and Conditions Governing Accounts) and accordingly shall be subject to the prevailing Terms and Conditions Governing Accounts which will apply in full force and effect to all Electronic Instructions.

30. You acknowledge and agree that we may at any time:

- (a) at our sole discretion and without stating reasons, require that you identify yourself by alternative means;
- (b) require any Electronic Instructions to be confirmed through alternative means (in writing given in person at a branch, by fax, and etc.);
- (c) decline to act on the Electronic Instructions at any time without prior notice or giving any reason, including to:

1. refrain from acting promptly upon any Electronic Instructions in order to verify the authenticity thereof; or
2. decline to act on the Electronic Instructions where they are ambiguous, incomplete or inconsistent with your other Electronic Instructions or instructions, information and/or data; or
3. decline to act on the Electronic Instructions which may have lapsed, been rendered invalid due to failure to comply with applicable conditions or are cancelled by the relevant regulatory or governmental body; or
4. decline to act where any Electronic Instructions would cause you to exceed your applicable transaction or Account limits; or
5. decline to act where any Electronic Instructions would result in any insufficiency of funds; or
6. determine the order of priority in effecting the Electronic Instructions, the Transactions and other existing arrangements you have made with us (for example, cheques, standing orders and funds transfer to other accounts.), without incurring any responsibility for loss, liability or expense arising out of so declining to act.

31. You agree and acknowledge that Electronic Instructions may not be processed immediately, around the clock or in a timely manner, and that we will not thereby be liable for any loss, damage or expense.

32. You shall be solely responsible for ensuring the accuracy, adequacy and



completeness of the Electronic Instructions and that we shall not be obliged to verify the accuracy, adequacy and completeness of such instructions. You agree that we shall not be liable for any loss, damage or expense suffered by you as a result of:

- (a) Electronic Instructions being inaccurate, inadequate or incomplete in any way; or
- (b) any failure, refusal, delay or error by any third party through whom any such Electronic Instruction is transacted.

33. Where we choose to act on Electronic Instructions, we act on a commercially reasonable effort basis and are not responsible for any acts and omissions while acting in a reasonable manner in discharging the Electronic Instructions.

34. Notwithstanding the termination of the iBanking Services (see Clause 15), we may (but are not obliged to) carry out any outstanding Electronic Instructions made prior to the termination of the iBanking Services.

35. Where you are using your Security Codes in relation to the account of another person (such as where you are accessing or using the iBanking Services as a mandate holder), you agree:

- (a) that these terms and conditions shall apply to any such use; and
- (b) that you shall be bound by and shall comply with all other terms and conditions applicable to you in connection with such use (including being responsible for payments thereunder).

#### **Consent to disclosure/Provision of information**

36. You consent to us and/or any of our personnel disclosing any Information, whether in India or otherwise:

- (a) to any of our Affiliates or Providers which has a legitimate business purpose for obtaining such information, including offering you products or services in connection with or to facilitate the use of the iBanking Services or for risk management purposes;
- (b) to any of our Providers, Affiliates or any other third party as we may consider necessary in order to give effect to any Electronic Instructions or Transaction or to comply with any order or request of any court or government or regulatory authority in any jurisdiction;
- (c) to any person using the iBanking Services purporting to be you or your Authorised User where such disclosure is reasonably regarded by us to be necessary to complete any Transaction or to carry out the Electronic Instructions; and
- (d) to any other joint account holder of your Account;
- (e) to any information gathering or processing organisation or department conducting survey(s) on our behalf;
- (f) to any Provider for the purpose of or in connection with the sale, supply, marketing or promotion of any services or products or investigating any complaint or dealing with any query relating to the sale, supply, marketing or promotion of any services or products; and
- (g) to the Police or other governmental or regulatory authorities, credit bureaus for the purpose of making a report or facilitating any investigation.

Our authority to disclose Information as set out in this Clause shall survive the termination of the iBanking Services.

37. Neither we nor any of our personnel shall be liable for any loss, damage or expense suffered by you as a result of:

- (a) any disclosure of any Information which you have consented to us and/or any of our personnel disclosing; or
- (b) any access by a third party to Information obtained through your use of the iBanking Services.

38. You will provide us with any information or documentation that we may reasonably

request relating to your use of the iBanking Services and shall cooperate with us in any related investigation or litigation. You shall be responsible to notify us in the event of a change of your mailing address, email address, mobile number, otherwise we shall have the right to rely on your last known such address and mobile number.

#### **Security Issues**

39. You shall be responsible for obtaining and using the necessary software and/or device, hardware and/or equipment necessary to obtain access to the iBanking Services at your own risk and expense.

40. You acknowledge the following Internet-related risks:

- (a) Insufficient technical knowledge and lack of safety precautions can make it easier for unauthorised third parties to access your systems or devices (for example, insufficiently protected storage of data on the hard disk, file transfers and monitor emissions), and it is your responsibility to take the necessary security precautions.
- (b) Your usage patterns may be monitored by third parties.
- (c) Third parties could gain unnoticed access to your computer system and detect your access to the iBanking Services and your communications with us.
- (d) Viruses and other malicious code may interfere with the iBanking Services, the Channel, the web browser or any relevant telecommunication device or computer systems.

#### **Hyperlinks**

41. For your convenience, the iBanking Services may include, refer to or make available hyperlinks to other websites or content on the Internet that are owned or operated by third parties. Such linked websites or content are not under our control and we are not responsible for the contents of or the consequences of accessing any such linked website, nor for any goods or services provided through any such linked websites.

42. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.

#### **Information available through the Channel**

43. Neither we, the Providers nor the Affiliates shall be liable to you (whether based on an action or claim in contract, negligence, tort or otherwise) for any decision made or action taken by you in reliance on or use of any information, images, links, sounds, graphics, video, software or other materials, including quotes, news and research data, made available through the iBanking Services (collectively the "Content").

44. All Content is made available for information purposes only, except where expressly provided otherwise. Specifically, such Content is not intended nor shall it be construed as financial, tax or other advice or as an offer, solicitation or recommendation of securities or other financial products. You acknowledge and agree that the Content is provided by us for your personal use and you undertake not to redistribute or transmit all or any of the Content to any third party (whether free of charge or for consideration, in any manner or form whatsoever), without our prior written consent.

45. Account Balance and Transaction History: The data or information relating to the Accounts provided by us (statements of accounts and etc.) via the iBanking Services may not be conclusive as to the latest current balance as certain transactions may have been made without the relevant entry being made in time when the data or information is provided. The data or information provided is therefore not binding except where expressly stated. Further, the information provided to you through iBanking is not updated continuously but at regular intervals. Consequently, any information supplied through iBanking will pertain to the date and time when it was last updated and not as the date and time when it is supplied to you.

46. At our discretion, we may, upon your request, allow you to receive specific and timely prompts (collectively, the "Alerts") in respect of certain Content provided by us from time to time. Each Alert may be notified by e-mail, pop-up screen in your browser and/or mobile devices (if and when launched) (supported by certain service provider(s) only) subject to the relevant terms and charges of your network or mobile phone service provider(s). You agree and acknowledge that an Alert may be delayed or prevented by

factors affecting the service providers, stock exchanges, currency markets, and other relevant entities and we do not guarantee the delivery, timeliness or accuracy of the Alert. You also acknowledge that the information in respect of any Alert may be subject to certain time lags and/or delays. We reserve the right to vary the features of any Alert and/or to terminate any request for any Alert at any time. We shall not be liable to you or anyone else for losses, damages or expenses arising from (a) non-delivery, delayed delivery or wrong delivery of an Alert; (b) inaccurate or incomplete content of an Alert; or (c) use or reliance by you on the contents of an Alert for any purpose, including investment and business purposes.

We may also send you Alerts notifying you of transactions conducted on your Account, and the nature of transactions for which Alerts are generated, the timing thereof and mode of notification shall be determined at our discretion.

#### **Limits of Responsibility and Liability**

47. Provided that you have notified us in reasonable detail and in a timely manner of any problems experienced in the use of the iBanking Services, the Security Codes and the Content, we will use commercially reasonable efforts to correct such problems within a reasonable period of time (but without further liability if we are unable to do so). Notwithstanding the aforesaid provision or any other provision of this Part, the Channel, the iBanking Services, the Security Codes and the Content are provided on an "as is" and "as available" basis. Neither we nor our licensors (including contributors of articles, reports, surveys and news) warrant the accuracy, adequacy, completeness, timeliness, quality, currency, reliability, performance, or continued availability of the iBanking Services, the Security Codes or the Content and each of us and our licensors (including contributors of articles, reports, surveys and news) expressly disclaims liability for errors or omissions or any delays in the delivery of the Content, or for any actions taken in reliance on the Content. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with the iBanking Services, the Security Codes or the Content.

48. We may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the Channel, the iBanking Services, the Security Codes, the methods available for access to the iBanking Services, or any information, services or products provided therein and shall not be liable if any such upgrade, modification, suspension or alteration prevents you from accessing the iBanking Services. The information provided through the iBanking Services including the specifications, prices, availability and other details of the products and services provided through the iBanking Services may be modified, deleted, or replaced from time to time and at any time at our absolute discretion.

49. We do not warrant that the iBanking Services or any of the Content or the Security Codes will be provided uninterrupted or free from errors or that any identified defect will be corrected; further, no warranty is given that the iBanking Services, the Security Codes and the Content is free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros.

50. We do not warrant the security of any information transmitted by you or to you through the iBanking Services or via email or mobile phone and you acknowledge and accept the risk that any information transmitted or received through the Channel and the iBanking Services or via email may be lost, altered, misused or accessed by unauthorised third parties.

51. We, our Affiliates and the Providers shall in no event be liable to you or any other person for:

- (a) any direct, indirect, incidental, special, consequential, punitive or economic loss, expense or damage arising from or in connection with any access, use or the inability to access or use the Channel, the iBanking Services, the Content, or reliance on the Content, howsoever caused and regardless of the form of action (including tort or strict liability);
- (b) any downtime costs, loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software; and/or
- (c) any loss or damage arising as a result of improper usage or malfunction of any computer or mobile phone or other telecommunications equipment used to access the iBanking Services or incompatibility thereof with our systems.

even if we are advised of, or otherwise might have anticipated, the possibility of such loss, damage or expense.

52. We shall be under no liability for any damage, loss or expense, or for any obligation to pay or reimburse interest to you for unsuccessful crediting or debiting of money through the use of the iBanking Services.

We shall not be liable to you for losses, damages or expenses arising from non-delivery, delayed delivery or otherwise relating to delivery of the Security Code.

#### **Intellectual Property**

53. You acknowledge that the intellectual property rights in or to the Channel, the iBanking Services and the Content are owned by us, our Affiliates, or the Providers.

54. No part or parts of the Channel, the iBanking Services or any Content may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written permission. You may view, print or use the Content for personal, non-commercial use only, provided further that you do not modify the Content and that you retain all copyright notices and other proprietary notices contained in the Content.

55. The trade marks, service marks, and logo (the "Trade Marks") used and displayed on or through the Channel or the iBanking Services are registered and unregistered Trade Marks of ours and others.

56. Nothing on the Channel or the iBanking Services should be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any Trade Marks displayed on or through the Channel or the iBanking Services, without our written permission.

#### **Our records**

57. You acknowledge and agree that our records and any records of the Electronic Instructions or the Transactions, or any record of transactions relating to the operation of the iBanking Services and any record of any Transactions maintained by us or by any relevant person authorised by us relating to or connected with the iBanking Services shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any Electronic Instructions, information and/or data transmitted using iBanking Services. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or are produced by or were the output of a computer system, and you hereby waive any of your rights (if any) to so object.

58. As a tool to correct misunderstandings, you understand, agree and authorise us at our discretion and without further prior notice to you, monitor and record any or all telephone conversations or electronic communications between you and us and any of our employees or agents.

#### **Indemnification**

59. You agree and undertake to fully indemnify us, our Affiliates, service providers, subcontractors, and agents, and to hold each of the aforementioned parties harmless, from and against all liabilities (including settlement sums), losses, charges and expenses (including legal fees and disbursements on a solicitor-client basis), claims, demands, actions and proceedings which we, our Affiliates, service providers, subcontractors and agents may incur, suffer or sustain directly or indirectly from or by reason of or in relation to the use, misuse or purported use or misuse of the iBanking Services, and shall pay such monies to us upon our demand.

#### **Joint Accounts**

60. In case of Joint Accounts, transactions through iBanking, shall be available only if the mode of operation is indicated as 'either or survivor' or 'anyone or survivor'. For such joint accounts, one user-id and password for iBanking will be issued to each of the joint account holders when requested. The other joint account holders shall expressly agree with the arrangement and give their consent on the application form for use of iBanking. In case of joint accounts operated by more than one user, we shall act on the instruction received first and any subsequent instruction shall be executed in the order the instructions are received and shall be subject to sufficient funds in the Account. All

correspondence will be addressed to the first account holder only. All transactions arising from the use of iBanking in the joint account shall be binding on all the joint account holders, jointly and severally.

61. We may at any time require all joint account holders to expressly give their consent to us in such manner as we deem appropriate before we choose to act upon any Electronic Instruction in relation to any joint account.

62. You acknowledge and agree that we may suspend or terminate your access to (including your ability to view) any joint account of yours through the iBanking Services.

63. You acknowledge and agree that we are entitled to decline to act upon any Electronic Instructions in respect of any joint account without incurring any responsibility for loss, liability or expense arising out of so declining to act.

#### Miscellaneous

64. We reserve the right to use any service providers, subcontractors and/or agents on such terms as we think appropriate.

65. You acknowledge that you have not relied on any representation made by us or any of our employees, Affiliates, service providers, subcontractors or agents and have made independent assessment of iBanking. Except for our Affiliates, service providers, subcontractors and agents, no person or entity who is not a party to these terms & Conditions shall have any right to enforce these terms and conditions, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of these terms and conditions.

66. We may by notice through the Channel or by such other method of notification as we may designate (which may include notification by way of e-mail), vary these terms and conditions, such variation to take effect on the date specified by us (which shall generally be no less than thirty (30) days from the date of the notice). If you use the iBanking Services including any new services after such date, you are deemed to have accepted such variation and such amended terms and conditions shall be binding on you. If you do not accept the variation, you must stop using the iBanking Services and terminate the iBanking Services. Our right to vary these terms and conditions in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to this Terms & Conditions.

67. We, our Affiliates and Providers shall not be liable for any non-performance, error, interruption or delay in the performance of any obligations under this Part or in the Channel's or the iBanking Services' operation, or for any inaccuracy, unreliability or unsuitability of the iBanking Services and/or the Content if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control (which includes acts of God, natural disasters, acts of terrorism, embargoes, epidemics, acts of any government or authority, power failures, and the acts or a party for whom we, our Affiliates or Providers are not responsible for).

68. These terms and conditions are governed by Indian law. You irrevocably submit to the exclusive jurisdiction of the Courts of Mumbai, India.

69. If at any time any provision of these terms and conditions shall be or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of these terms and conditions shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed here from.

70. Our waiver of any of the covenants to be performed by you or any breach by you shall not be construed to be a waiver of any succeeding breach by you or of any other covenant. Our rights and remedies in these terms and conditions are cumulative and not exclusive of any other rights or remedies provided by law.

71. We agree that if you open further accounts with/subscribe to any of the products/services of DBS Bank India Limited or any of its Affiliates or Providers and DBS Bank India Limited extends iBanking to such accounts or products or services and you opt for use thereof, then these Terms and Conditions (as may be amended from time to time) shall automatically apply to such further use of iBanking by you.

72. We 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 Account or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the iBanking extended to and/or used by you.

#### Notices

73. All notices or other communications given by us to you under these terms and conditions if:

- (a) sent by post to an address within India will be deemed to be received by you three days after the date of posting, seven days after the date of posting (if sent by post to an address outside India) or immediately (if delivered personally, by facsimile transmission or by email); or
- (b) communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast.

74. You may only give notice to us under these terms and conditions in writing sent to our designated address, and we shall be deemed to have received such notice only upon actual receipt by us.

75. Notwithstanding Clauses 73 and 74, we may from time to time designate other acceptable modes of giving notices for the purposes of these terms and conditions (including but not limited to text messaging or other forms of electronic communication) and the time or event by which such notice shall be deemed given.

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

#### Definitions

77. In these terms and conditions (a) references to Clauses shall be deemed to be references to the clauses of these terms and conditions, unless otherwise expressly provided; (b) clause headings are inserted for convenience only and shall not affect the interpretation of these terms and conditions; (c) words importing the singular only shall also include the plural and vice versa where the context requires; (d) whenever the words "include", "includes" or "including" are used in these terms and conditions, they will be deemed to be followed by the words "without limitation"; (e) unless otherwise provided, any reference to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time or to a newly adopted statute or legislation replacing a repealed statute or legislation and be deemed to include any subsidiary legislation made thereunder; and (f) a reference to a person shall include a corporate entity or other legal entity.

78. In these terms and conditions, unless otherwise required:

- (a) "Account" means any account of yours (including your joint accounts) maintained with us which is accessed by you through the iBanking Services, and includes any other Account in addition to or in substitution for the Account originally accessed by you through the iBanking Services;
- (b) "Account Terms" means our prevailing Terms and Conditions Governing Accounts and our other prevailing terms and conditions governing use of the Account.
- (c) "Affiliate" means, in relation to any person, a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such person;
- (d) "Alert" is defined in Clause 46;
- (e) "Authorised Users" is defined in Clause 21;
- (f) Business Day shall mean a day on which we are open for business in the branch where you maintain your Account/s.
- (g) "Channel" means the Internet websites at [www.dbs.com/in](http://www.dbs.com/in) (or such other replacement or substitute address or location as may be prescribed by us from time to time) as well as such other prescribed location, venue or resource of ours on the Internet which is similar or functionally analogous or associated to such

Internet website, that may be accessed through any electronic or computerized device, and/or telecommunication devices (such as cellular/ wireless mobile telecommunications equipment). "Channel" includes the Content;

- (h) "Content" is defined in Clause 43;
- (i) DBS PIN means the PIN issued by us to you at your request in relation to the use of the DBS Card;
- (j) DBS Card or Debit Card refers to the DBS Bank Visa International Debit Card including any replacement or renewed card issued by us to you at your request;
- (k) "Electronic Instructions" means any communication, instruction, order, message, data, information or other materials received by us via the iBanking Services and referable to your Security Codes or those of your Authorised Users (including use of your Security Codes or those of your Authorised Users by any person, whether authorised or unauthorised by you or your Authorised Users), from you or purporting to come from you or from your Authorised Users or purporting to come from your Authorised Users;
- (l) "GST" means taxes including any goods and services, or other tax that may replace it or be levied in addition to it, by whatever name called;
- (m) "iBanking Services" means the Channel and the Internet banking services relating to the Account or other services and facilities relating to the Account provided or made available to you by us from time to time via the Channel including services such as enquiry about balance in the Account, details about transactions in the Account(s), statement of Account, transfer of funds, bill payment and any other services as we may decide to provide from time to time through internet;
- (n) "Information" means any information or particulars relating to you, or the Account, the Electronic Instructions or any Transaction;
- (o) Payment Date refers to the date indicated for a credit into the Account by you in the Payment Instruction.
- (p) Payment Instruction refers to instructions given by you for a credit transaction to the Account.
- (q) "Provider" means:
  - i. any person, firm, company or organisation in India or otherwise, including any third party, which, from time to time, participates or is involved, directly or indirectly, in providing services or products through the iBanking Services;
  - ii. any person or organisation to whom we outsource certain functions or activities or who provide administrative, telecommunication, computer, payment, collection, security, clearing, credit reference or checking, or other services or facilities to us relating to operation of our business;
  - iii. any digital certification authority, regulatory authority, electronic, computer, telecommunication, financial or card institution, data centre, facilities management or hosting service provider, call centre, outsourced service provider, Internet service provider, equipment and software providers and other service provider and/or network provider involved in providing the iBanking Services or any other ancillary or supporting service from time to time; and
  - iv. our agents or storage or archival service providers (including but not limited to any provider of any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, and/or filing any documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever;
- (r) "Security Codes" means personal or log-on identification numbers, Security Devices and other codes and access procedures including short messaging service (SMS) for use in connection with access to and use of the iBanking Services issued

by us from time to time. For existing DBS Bank customers, your DBS PIN and/or DBS Card issued to you before iBanking Services came into effect shall be deemed to be "Security Codes" for the purposes of these terms and conditions;

- (s) "Security Devices" means any smartcards, tokens, electronic devices, hardware or any other equipment given by us to you from time to time in order to enable you to access and/or use the iBanking Services;
- (t) "Trade Marks" is defined in Clause 54; and
- (u) "Transaction" means any transaction or operation made or performed, processed or effected through the iBanking Services by you or any person purporting to be you, by any of your Authorised Users or any person purporting to be your Authorised User, acting on your behalf or purportedly acting on your behalf, with or without your consent, including:
  - i. any payment or fund transfers from the Account; and
  - ii. any administrative function including without limitation the request for issuance of new Security Code and unlocking of any Account or Security Device; and
  - iii. any other banking transaction that may be made available through iBanking from time to time (including making bill payments)

# CODE OF BANK'S COMMITMENT TO CUSTOMERS

## 1 INTRODUCTION

This is a Code of Customer Rights, which sets minimum standards of banking practices we will follow as a member of BCSBI while dealing with individual customers. It provides protection to customers and explains how a member bank is required to deal with customers in its day-to-day operations.

The Code does not replace or supersede regulatory or supervisory instructions of the Reserve Bank of India (RBI) and we will comply with such instructions / directions issued by RBI from time to time. The Code may have set higher standards than those prescribed in the regulatory instructions and such higher standards will prevail as the Code represents the best practices voluntarily agreed to by us as our commitment to you. We will endeavor to adopt higher standards of banking practices to extend better customer service and achieve higher levels of customer satisfaction.

In the Code, 'you' denotes the customer and 'we' / 'us', the bank, the customer deals with. Branch includes Banking Outlet / Part-time Banking Outlet.

### 1.1 Objectives of the Code

**The Code has been developed to:**

- a. promote good and fair banking practices by setting minimum standards in our dealings with you;
- b. increase transparency so that you can have a better understanding of what you can reasonably expect from us;
- c. encourage market forces, through competition, to achieve higher operating standards;
- d. promote a fair and cordial relationship between you and your bank;
- e. foster confidence in the banking system;
- f. promote safe and fair customer dealing in case of banking in a digitized environment;
- g. increase awareness of customers and to enhance customer protection. The standards of the Code are covered by the Key Commitments in Chapter 2.

### 1.2 Application of the Code

This Code applies to all the products and services listed below, whether they are provided by our branch or agents acting on our behalf, whether across the counter, over the phone, by post, through interactive electronic devices, on the internet or by any other method. However, all products discussed here may or may not be offered by us.

- a. Current accounts, savings accounts, term deposits, recurring deposits, PPF accounts and all other deposit accounts;
- b. Payment services such as pension, payment orders, remittances by way of demand drafts, wire transfers and all electronic transactions e.g. RTGS, NEFT, IMPS, UPI;
- c. Banking services related to Government transactions;
- d. Demat accounts, Equity, Government bonds;
- e. Indian currency notes / coins exchange facility;
- f. Collection of cheques, safe custody services, safe deposit locker facility;
- g. Loans, overdrafts and guarantees;
- h. Foreign exchange services including money changing;
- i. Third party insurance and investment products marketed through our branch and / or our authorised representatives or agents;
- j. Card products including credit cards, debits cards, ATM cards, smart cards and POS services (including credit cards offered by our subsidiaries / companies promoted by us);
- k. Digital Products such as e-wallet, Mobile Banking, internet banking, UPI, BHIM, Aadhaar Pay. The meanings of key words appearing in bold black have been given in the Glossary.

## 2. KEY COMMITMENTS

### 2.1 Our Key Commitments to you

#### 2.1.1 Right to Fair Treatment

Act fairly and reasonably in all our dealings with you by:

- a. Providing minimum banking facilities of receipt and payment of cash / cheques, remittances, exchange of soiled notes, etc. at the bank's counter and also providing cashless transactions through alternate delivery channels.
- b. Meeting the commitments and standards set in this Code, for the products and services we offer, and in the procedures and practices we follow.
- c. Making sure our products and services meet relevant laws and regulations in letter

and spirit and are appropriate to your needs and in line with the banking scenario, including digital banking.

- d. Ensuring that our dealings with you rest on ethical principles of integrity and transparency.
- e. Offering digital banking and payment systems in a secure, convenient and robust technological environment.
- f. Not discriminating against you on the basis of age, race, gender, marital status, religion, disability or financial status when offering and delivering our products and services.
- g. Promoting good and fair banking practices by setting minimum standards in all dealings with you.
- h. Promoting a fair and equitable relationship with you.
- i. Training our staff attending to you adequately and appropriately and ensuring that our staff attends to you promptly and courteously and to deal quickly and sympathetically with things that may go wrong by correcting mistakes and handling your complaints expeditiously.

### **2.1.2 Right to Transparency, Fair and Honest Dealing**

We will help you to understand how our financial products and services work by:

- a. Giving you timely and adequate information about them and the necessary safeguards in any one or more of the following languages - Hindi, English or the appropriate local language.
- b. Ensuring that our advertising and promotional literature is clear and not misleading. We will make every effort to ensure that the contracts or agreements we frame are transparent, easily understood by and well communicated to you. The product's price, the associated risks, the terms and conditions that govern use over the product's life cycle and mutual responsibilities will be clearly disclosed. We will ensure that you are not subjected to unfair business or marketing practices, coercive contractual terms, negative confirmations or misleading representations. For achieving this, we will be following the practices and procedures given in Chapter 3 on Information Transparency and Chapter 4 on Advertising, Marketing and Sales.
- c. Ensuring that you are given complete information about our products and services, minimum balance requirements, the interest rates and service charges, besides the terms and conditions applicable to them in a transparent manner through the following methods as per your preference.
  - i. By sending SMS or e-mails
  - ii. Through electronic or print media
  - iii. Display on our website
  - iv. Display on branch notice board

[Display on website and branch notice board will be in addition to the other modes of information dissemination mentioned above.]

- d. Giving you information on the facilities provided to you and how you can avail of these and whom and how you may contact for addressing your queries.
- e. Displaying in our branch, for your information
  - i. Services we provide.
  - ii. Minimum balance requirement, if any, for Savings Bank Accounts and Current Accounts and the charges for non-maintenance thereof.
  - iii. Information available in booklet form.
- f. Displaying on our website our policies on
  - i. Deposits
  - ii. Cheque collection
  - iii. Grievance Redressal
  - iv. Compensation
  - v. Collection of Dues and Security Repossession
  - vi. Charter of Customer Rights
  - vii. Customer Protection Policy (including protection from cyber fraud)
  - viii. Limited Liability in respect of unauthorized electronic banking transactions
  - ix. Facilities for senior citizens and differently abled persons.
- g. To increase awareness of the Code among customers we will
  - i. provide you with a copy of the Code when you open an account with us and otherwise on request.
  - ii. make available this Code at our every branch and on our website.
  - iii. ensure that our staff are trained to provide relevant information about the Code and to effectively put the Code into practice.
  - iv. hold customer meetings on provisions of the Code periodically.

### **2.1.3 Right to Suitability**

We will offer you products appropriate to your needs and based on an assessment of your financial circumstances and understanding as detailed in Chapter 4 on Advertising, Marketing and Sales and Clause 8.18 on Third Party Products.

### **2.1.4 Right to Privacy**

We will treat all your personal information as private and confidential subject to matters mentioned in Chapter 5 on Privacy and Confidentiality.

### **2.1.5 Right to Grievance Redressal and Compensation**

We will deal quickly and sympathetically with things that go wrong by:

- a. Correcting our mistakes promptly and cancelling any bank charges that we apply by mistake and compensate you for any financial loss you may have incurred due to our mistake, in terms of our compensation policy.
- b. Handling your complaints promptly.
- c. Telling you how to take your complaint forward if you are still not satisfied.
- d. Providing suitable alternative avenues to alleviate problems arising out of technological failures.
- e. We will display in our branch for your information
  - i. Name of the official at the branch whom you may approach if you have a grievance.
  - ii. Name and address of the Regional / Zonal Manager / Principal Nodal Officer (PNO) whom you can approach if your grievance is not redressed at the branch.
  - iii. Name and contact details of the Banking Ombudsman under whose jurisdiction the branch falls. We will advise you the internal procedures for redressing your complaints including details of the Banking Ombudsman Scheme as explained in Chapter 6 of the Code.

## **3. INFORMATION - TRANSPARENCY**

We will display the information on products, services, Most Important Terms and Conditions (MITC) in our premises on a Comprehensive Notice Board (CNB) as prescribed in bilingual / trilingual language as applicable (Annexure 1) and we will update the information on CNB on realtime basis along with effective date of change. You can get information on interest rates, fees and charges through various modes mentioned below.

- a. Notice Board in our branch.
- b. Contacting our branch or helplines.
- c. Our website.
- d. Asking our designated staff / help desk.
- e. Referring to the Tariff Schedule at our branch / on our website.

### **3.1 General information**

**We will:**

- a. give you information on the types of products and services we offer and those that may suit your needs.
- b. prominently display in bilingual / trilingual language at all our branches the documents required for opening Basic Savings Bank Deposit (BSBD) Accounts. We will also display the relaxed requirements for opening "Small Accounts".
- c. give you clear information explaining the key features of the services and products you are interested in, including applicable interest rates, fees and charges.
- d. tell you the different channels through which our products and services may be availed e.g. Branches, Banking Outlets, Business Correspondents, Business Facilitators, ATMs, Micro ATMs, Phone Banking, Mobile Banking, Net banking and tell you how to find out more about them.
- e. tell you the information needed from you to prove your identity and address, for us to comply with legal, regulatory and internal policy requirements.
- f. give you information on your rights and responsibilities especially regarding availing of nomination facility offered on all deposit accounts, articles in safe custody and safe deposit lockers.
- g. provide you Most Important Terms and Conditions (MITC) for your record in respect of Savings Bank (SB) / Current Account (CA) and all other deposit accounts before opening the account.



### 3.2 'Do Not Call' service

We will not transmit to you any unsolicited commercial information regarding our products and services, through telephone calls / SMS if you have registered with the 'Do Not Call Registry' of our bank or with the 'National Do Not Call Registry' directly or through your Service Provider. However, this will not apply to receipt of information regarding your account statements and other important advices and information including SMS alerts relating to transactions in your account as also the products and services you are currently availing.

### 3.3 Interest rates

We will give you information on:

- the interest rates which apply to your deposit and loan accounts.
- in case of loans at fixed rate of interest, details of interest reset clause, if any, in the loan agreement and the effective date thereof.
- in case of loans at floating rate of interest, the reference rate to which your floating rate will be linked and the premium or discount applied to the reference rate for determining the actual rate of interest on your loan.
- whether you have the option for converting your loan from fixed rate to floating rate and vice versa and, if so, one time applicable charges thereof.
- periodicity at which we pay interest on your deposits or charge interest on your loan accounts.
- how we apply interest to your deposit and loan accounts and how we calculate interest thereon.

#### 3.3.1 Changes in interest rates

We will inform you of changes in interest rates on our loan products and changes in the reference rate periodically by any of the following means at the last updated customer contact details available with us:

- Letter
- E-mail
- SMS
- Media

We will also display this information on the Notice Board in our branch as also on our website.

### 3.4 Tariff schedule

#### 3.4.1 Fees & charges

- We will ensure that our fees and service charges for various services are approved by our Board or any competent authority duly authorized by the Board to take decisions in this regard and that they would be reasonable and non-discriminatory for similar class of customers.
- We will place our Tariff Schedule on our website and make a copy available at every branch for your perusal. We will display in our branches a notice about the availability of the Tariff Schedule at the branch.
- We will give you details in our Tariff Schedule of any charges applicable to the products and services chosen by you.
- We will also provide you information about the penalties leviable in case of non-observance / violation of any of the terms and conditions governing the product / services chosen by you.

#### 3.4.2 Changes in fees & charges

If we increase any fee or charge or introduce a new fee or charge, it will be notified through statements of accounts / e-mail / SMS alerts / notice board at our branch one month prior to the revised charges becoming effective. This information will also be made available on our website prominently.

### 3.5 Terms and conditions

- We will advise you the relevant terms and conditions for the products / services you have asked us to provide.
- All terms and conditions will be fair and will set out the respective rights, liabilities and obligations clearly and as far as possible in plain and simple language.

#### 3.5.1 Changes in terms and conditions

- We will tell you of changes in terms and conditions through any one or more of the

following channels one month prior to the revised terms and conditions becoming effective:

- Letter
- Statement of account
- SMS
- E-mail

This information will also be made available on the Notice Boards in our branch and our website.

- Normally, changes will be made with prospective effect after giving notice of one month.
- If we have made any change without notice, we will notify the change within 30 days. If such change is to your disadvantage, you may within 60 days of the notice, close your account or switch to any other eligible account without having to pay revised charge or interest.
- We will immediately update, on our website, any changes in the terms and conditions. We will give you, on request, a copy of the new terms and conditions.

## 4. ADVERTISING, MARKETING AND SALES

- We will make sure that all our advertising and promotional material is clear and not misleading.
- In any advertisement and promotional literature that draws attention to a banking service or product or includes a reference to an interest rate, we will also indicate whether other fees and charges will apply and full details of the relevant terms and conditions will be made available on request.
- If we avail of the services of third parties for providing support services, we will ensure that they handle your personal information (if available to such third parties) with the same degree of confidentiality and security as we would.
- We may, from time to time, communicate to you various features of our products availed by you by e-mail, SMS or over the telephone. Information about our other products or promotional offers in respect of our products / services will be conveyed to you only if you have not registered for the 'Do Not Call' facility. As regards the information shared through e-mail, you have the option to unsubscribe from such future communications.
- We have prescribed a code of conduct for our Direct Selling Agencies (DSAs) whose services we may avail to market our products / services which, amongst other matters, requires them to identify themselves as only selling agents of our bank when they approach you for selling our products personally or through phone. We will ensure that any third party or agent acting on our behalf or selling our product complies with the code of conduct.
- In the event of receipt of any complaint from you that our representative / courier or DSA has engaged in any improper conduct or acted in violation of this Code, we shall take appropriate steps to investigate and to handle the complaint and to make good the loss as per our compensation policy.
- We will ensure that any third party or agent acting on our behalf or selling our product discloses the fee or commission they are paid upon completion of the sale.
- We will ensure that our advertisements will also include all relevant messages which require to be conveyed for enhancing awareness against unscrupulous / fictitious offers.

## 5. PRIVACY AND CONFIDENTIALITY

We will treat all your personal information as private and confidential (even when you are no longer our customer), and shall be guided by the following principles and policies:

- We will not reveal information or data relating to your accounts, whether provided by you or otherwise, to anyone, including other companies / entities in our group, other than in the following exceptional cases:
  - Providing information to the Credit Information Companies (CICs) as per Credit Information Companies (Regulation) Act (CICA) about the loans, unsecured loans, credit card, etc.
  - Giving the information required by law or by the banking regulator.
  - Fulfilling a duty towards the public to reveal the information.
  - Our interests require us to give the information (for example, to prevent fraud) but we will not use this as a reason for giving information about you or your accounts (including your name and address) to anyone else, including other companies in our group, for marketing purposes.
  - You authorise us to reveal the information.

- vi. When required to give a banker's reference about you, we will need, unless provided earlier, your written permission before we give it.
- b. We will not use your personal information for marketing purposes by anyone including ourselves unless you specifically authorize us to do so.
- c. If we collect any information from you other than KYC requirement, we will collect it separately and not as a part of account opening form. In case we collect any additional information, we will explain the purpose for which we are collecting this information and take your specific consent for the same.

### 5.1 Credit Information Companies

When you apply for a credit facility:

- a. We will explain to you the role of Credit Information Companies (CICs) as also the checks we may make with them and the effect that the information they provide can have on your ability to get credit.
- b. We will, on request and on payment of the prescribed fee, furnish you a copy of the credit information report obtained by us from the CICs.
- c. We will provide correct information about credit availed by you from us to the CICs at periodic intervals.
- d. Information reported to CICs will also include personal debts you owe us when
  - i. You have fallen behind with your payments
  - ii. The amount owed is in dispute
- e. We will update the credit status immediately but not later than 30 days on repayment of overdues. We will report closure of loan to CICs within 30 days of the event. If your loan account has been in default, but thereafter regularised, we will update this information with the CICs in the next report. If there is partial / delayed / any settlement of credit dues, it will impact your credit score.
- f. In case of dispute about the information provided to the CICs, we will resolve the matter by satisfactorily explaining the reasons for reporting to CICs.
- g. We will, on request, inform you of the details of the CIC(s) to whom we submit information regarding the credit / loan facility you have availed from us.
- h. We will identify and declare the names of wilful defaulters of Rs. 25 lakh\* and above and names of such wilful defaulters will be furnished to Credit Information Companies, strictly as per the guidelines of RBI.
  - i. We will furnish the names of defaulters of Rs. 1.00 crore\* and above whose accounts have been classified as doubtful or loss assets to Credit Information Companies strictly as per the guidelines of RBI.

\*(or as amended from time to time.)

## 6. COMPLAINTS, GRIEVANCES AND FEEDBACK

### 6.1 Internal procedures

- a. If you want to make a complaint, we will tell you:
  - i. How to do so.
  - ii. Where a complaint can be made.
  - iii. To whom a complaint can be made.
  - iv. When to expect a reply.
  - v. Whom to approach for redressal.
  - vi. What to do if you are not satisfied about the outcome.
- b. Our staff will help you with any questions you have.
- c. We will tell you where to find details of our procedure for handling complaints fairly and quickly.
- d. We will display the name of the official at the branch whom you may approach if you have a grievance. If your complaint is unresolved at the branch level, we will ensure to escalate it to the topmost level of grievance redressal authority within the Bank and give you a final response within 30 days. You may approach our Regional / Zonal Manager / Principal Nodal Officer (PNO) at the address displayed at the branch, if you so desire.
- e. If your written complaint is hand delivered, we shall immediately provide an acknowledgement and a "complaint reference number" will be separately sent by SMS on the registered mobile number. If your complaint is relayed over phone at our designated telephone helpdesk or customer service number, we shall provide you a complaint reference number and keep you informed of the progress within a reasonable period of time.
- f. After examining the matter, we will send you our final response or explain why we need more time to respond and shall endeavour to do so within 30 days of receipt of your complaint and will tell you how to take your complaint further, if you are still not satisfied.

- g. Within 30 days of lodging a complaint with us, if you do not get response / satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Banking Ombudsman appointed by RBI under the Banking Ombudsman Scheme. Our staff would explain the procedure in this regard.

### 6.2 Banking Ombudsman Scheme

We will display the Banking Ombudsman Scheme on our website. A copy will be made available on request at a nominal charge. We will display at our branch the name and contact details of the Banking Ombudsman under whose jurisdiction the branch falls. In case the Banking Ombudsman passes an award and we do not have any ground to appeal against the award, we will comply with the Award within 30 days from the date of receipt of the acceptance in writing of the Award by the complainant.

### 6.3 Customers' Meetings

We shall endeavour to organize meetings of customers at periodic intervals as a regular channel for exchange of ideas and suggestions.

### 6.4 Branch Level Customer Service Committee Meetings

We will display in our branch, the date of our monthly branch Level Customer Service Committee meeting, which you may attend, if you so desire.

## 7. COLLECTION OF DUES

- a. Whenever we give loans, we will explain to you the repayment schedule viz. amount, tenure and periodicity of repayment. However, if you do not adhere to the repayment schedule, a defined process in accordance with the laws of the land will be followed for recovery of dues. b. We will have a Board approved policy for Collection of Dues and Security Repossession as also appointment of Recovery Agents.
- c. All relevant laws, regulations, guidelines and conditions of approval, licensing or registration will be taken into account while appointing Recovery Agents.
- d. We will ensure that our Recovery Agents are properly trained to handle their responsibilities with care and sensitivity. We will also ensure that they do not exceed their brief.
- e. Our collection policy is built on courtesy, fair treatment and persuasion. We believe in fostering customer confidence and long term relationship.
- f. We will provide you with all the information regarding your dues and will endeavour to give sufficient notice for payment of dues.
- g. We will have a system of checks before passing on a default case to recovery agencies so that you are not inconvenienced on account of lapses on our part.
- h. We will write to you when we initiate recovery proceedings against you and will inform you of the name of the recovery agency / agent, to whom your case has been assigned as also their address and telephone numbers.
- i. We will provide details of the recovery agency firms / companies engaged by us on our website.
- j. We will also make available, on request, details of the recovery agency firms / companies relevant to you at our branch.
- k. Our staff or any person authorized to represent us in collection of dues and / or security repossession will identify himself / herself and produce the authority letter issued by us and upon request show you his / her identity card issued by the bank or under authority of the bank.
- l. All the members of our staff or any person authorised to represent us in collection and / or security repossession would follow the guidelines set out below:
  - i. You would be contacted ordinarily at the place of your choice and in the absence of any specified place at the place of your residence and if unavailable at your residence, at the place of business / occupation.
  - ii. Their identity and authority to represent us would be made known to you.
  - iii. Your privacy would be respected.
  - iv. Interaction with you would be in a civil manner.
  - v. Normally our representatives will contact you between 0700 hrs and 1900 hrs, unless the special circumstances of your business or occupation require otherwise.
  - vi. Your requests to avoid calls at a particular time or at a particular place would be honoured as far as possible.

- vii. Time and number of calls and contents of conversation would be documented.
- viii. All assistance would be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner.
- ix. During visits to your place for dues collection, decency and decorum would be maintained. Our officials / agents will not resort to intimidation or harassment of any kind, either verbal or physical against any person, including acts intended to humiliate publicly or intrude the privacy of your family members, referees and friends, making threatening and anonymous calls or making false and misleading representations. However, it is your responsibility to keep updating your contact details. In case the bank is unable to contact you at the details provided, the bank will access information available from public sources and approach your friends / relatives to trace you.
- x. Inappropriate occasions such as bereavement in the family or other important family functions like marriages would be avoided for making calls / visits to collect dues.
- xi. We will investigate any complaint from you about unfair practices of our recovery agents.

### 7.1 Collection of Dues and Security Repossession Policy

We will follow collection of dues and security repossession policy in consonance with the law. The policy will be displayed on our website and a copy of the same will be made available at our branch for perusal.

## 8. PRODUCTS AND SERVICES

### 8.1 Deposit accounts

- a. You may open different types of accounts with us such as, savings accounts, term deposits, current accounts, etc. You may open such accounts in the following styles:
  - i. Single
  - ii. Joint
  - iii. Joint (Either or Survivor)
  - iv. Joint (Former or Survivor)
  - v. Joint (Latter or Survivor);
- or
- vi. In any other style.

- b. We will make available 'Basic Savings Bank Deposit Account' (BSBD Account) to you without the requirement of any minimum balance. We will offer / provide minimum common facilities, including passbooks\* without any charges. The relevant details will be made known to you in a transparent manner at the time of opening of the account.

\*For Payment Banks and Small Finance Banks, the norms relating to passbook / statement of account shall be as per Operating Guidelines applicable. Payment Banks and Small Finance Banks are allowed to provide statement of account in paper form / electronic form instead of a passbook.

- c. The above accounts may be opened by you with nomination facility, wherever permissible. We will include, in the account opening form, the option for nomination as also the option for indicating the name of the nominee in passbooks / account statements / Fixed Deposit Receipts (FDRs). We will explain the implications of the foregoing accounts as also the nomination facilities at the time of opening of the account.
- d. We will acknowledge the receipt of your nomination details and record the fact of nomination on the passbook / account statement / FDRs. At your written request, we will also indicate the name of the nominee thereon.
- e. We will provide information about deposit insurance cover in the passbooks.
- f. We will provide sufficient details of all transactions in the passbooks.
- g. We will also inform you about liquid deposit facility, sweep account and similar types of products offered by us and their implications and procedures involved, at the time of opening of account.

#### 8.1.1 Account opening and operation of deposit accounts

Before opening any deposit account, we will:

- a. carry out due diligence as required under "Know Your Customer" (KYC) guidelines.
- b. ask you to submit or provide necessary documents or proofs to do so.

- c. obtain only such information to meet with our KYC, Prevention of Money Laundering or any other statutory requirements. In case any additional information is asked for, it will be sought separately and we will explain the reason for obtaining such additional information. Providing such information will be voluntary, unless required by law. The information will be kept confidential, unless required by law enforcing agency / banking regulator.
- d. provide the account opening forms which will contain details of essential information required to be furnished and documents to be produced for verification and / or for record for meeting the KYC requirements.
- e. require you to submit documents in respect of KYC at periodic intervals to enable us to update our records as required.
- f. explain the procedural formalities and provide necessary clarifications sought by you while opening a deposit account.
- g. give you the Most Important Terms and Conditions (MITC) governing the deposit facility you have sought to avail.
- h. at the time of opening of the account, make available to you as part of MITC, the details of the deposit insurance scheme, offered by the Deposit Insurance and Credit Guarantee Corporation of India (DICGC) and the terms and conditions thereof.

### 8.1.2 Changing your account

- a. If you are not happy about your choice of current / savings account, you may within 14 days of opening the account, approach us to switch to any of our other account / products offered by us. Alternatively, you may ask for closure of the account along with any interest it may have earned. No penal charges will be applied in such cases.
- b. If you decide to close your current / savings account we will do so within three working days of receiving your instructions, subject to your completing all formalities and submitting all required documents.
- c. If you want to transfer your active and operative account to another branch of our bank, we will do so. On receiving your request, we will transfer the account to the transferee branch within 3 (three) working days without insisting on fresh proof of address and on the basis of a self-declaration from you giving your current address. You will have to submit documentary proof of this address within a period of six months. We will intimate you as soon as the account is operationalised. The transferee branch will be provided with information on your existing standing instructions / direct debits, if any.

### 8.1.3 Savings / Current accounts

When you open a Deposit Account, we will:

- a. inform you about number of transactions, cash / ATM withdrawals, etc. that can be done free of charge in a given period.
- b. inform you about the kind of charges, if any, in case of exceeding such limits. Details of the charges will be included in our Tariff Schedule.
- c. inform you of the rate at which interest is paid on your savings deposits, how it is calculated and the periodicity of its payment.

#### 8.1.3.1 Minimum balance

- a. The minimum balance to be maintained in the Savings Bank account will be displayed in our branch.
- b. We will inform you in respect of deposit products like Savings Bank Account and Current Account or any other type of Deposit Account:
  - i. the minimum balance to be maintained as part of terms and conditions governing operation of such accounts.
  - ii. the charges which will be levied in case of failure to maintain the minimum balance in the account by you. Details of the charges will be included in the Tariff Schedule.
  - iii. 30 days in advance, of any change in minimum balance to be maintained. During this Notice period, we will not levy any charge for non-maintenance of such higher minimum balance prescribed. Further, there will be an option to switch to BSBD Account for which we will notify you before levying any charges.
  - iv. we will ensure that the balance in the savings account does not turn negative solely on account of levy of charges for non-maintenance of minimum balance. In case the account is to be closed or revived, we will not seek payment of unpaid charges levied due to non-maintenance of minimum balance.

- v. the charges for non-maintenance of minimum balance to be maintained by you will be proportionate to the extent of shortfall observed.

### 8.1.3.2 Charges

Specific charges for issue of cheque books, additional / duplicate statement of accounts, duplicate passbook, copies of paid cheques, folio charges, debit card, ATM card, verification of signature, return of cheque, change in mandate or style of account, closure of Savings Bank / Current accounts, withdrawal / deposit of cash at home / non-home branches, cash / noncash transactions at Bank's own / other Bank's ATMs / Micro ATMs, etc., will be included in our Tariff Schedule. Concessions or relief given will not be withdrawn during the original validity period of the concession / relief.

### 8.1.3.3 Passbook / statements \*

- a. To help you manage your account and check entries in it, we will provide you with a monthly statement / e-mail statement (subject to your acceptance) of account unless you have opted for a passbook. This can be available through digital channels also.
- b. You can ask us to provide you with account statements more often than is normally available for your type of account, at a charge. This charge will be indicated in our Tariff Schedule.
- c. We will indicate our MICR Code and IFS Code in cheque books, passbooks and statements of accounts.
- d. We will make available the Customer Care number of the bank / contact number of the branch in passbooks and statements of accounts.
- e. We will provide a detailed "Statement of Loan account" free of charge once in a financial year. The statement shall be made available by providing the facility of online access or by e-mail and in absence of these channels, by post. In case you need duplicate or more copies of the statement of loan account, charges will be payable, which will be disclosed in the tariff schedule on our website and in the loan related documents.

\*For Payment Banks and Small Finance Banks, the norms relating to passbook / statement of account shall be as per Operating Guidelines applicable. Payment Banks and Small Finance Banks are allowed to provide statement of account in paper form / electronic form instead of a passbook.

### 8.1.3.4 Upgradation of deposit accounts and addition of value added services.

In case your account meets the terms for upgradation or value added services, we will do it only after obtaining your consent in writing or through any other mode or where your consent is obtained through authenticated electronic means after necessary validation.

### 8.1.3.5 Downgrading of deposit accounts

We will intimate you once the account gets downgraded from higher product version to a lower product version. We will downgrade the account after giving thirty days notice.

### 8.1.4 Accounts of minors

- a. We will tell you, on request, how a Deposit Account can be opened in the name of a minor and how it can be operated.
- b. We will intimate the date on which the minor becomes major.

### 8.1.5 Inoperative / Dormant accounts

We will:

- a. inform you when you open your account, the circumstances under which your account will be classified as inoperative / dormant. You will also be informed at least three months before your account is classified as inoperative / dormant and the consequences thereof at your last recorded address and / or e-mail.
- b. also endeavour to send an SMS / e-mail advising that your account is being classified as inoperative / dormant.
- c. notify the joint holder/s also before an account is classified as inoperative / dormant.
- d. inform you of the procedure to be followed if you want to activate the account.
- e. not levy any charge merely because an account is inoperative / dormant.
- f. not charge you for activation of the inoperative account.
- g. intimate you upon activation of Dormant account at your request through various channels including SMS / e-mail or letter.

### 8.1.6 Closing your account

Under normal circumstances, we will not close your account without giving you at least 30 days' notice indicating the reasons for such closure. In such cases, you will be required to make alternate arrangements for cheques already issued by you and desist from issuing any fresh cheques on such account.

### 8.2 Clearing cycle / collection services

- a. We may provide a drop box facility to enable you to deposit cheques to be sent for collection. Necessary precaution will be taken to ensure that cheques deposited in the drop box are properly and promptly accounted for. However, you may, if you so desire, hand over cheques at the counter against acknowledgement instead of depositing them in the drop box.
- b. We will inform you about the clearing cycle for local and outstation instruments, including details such as cut-off time for lodging of instruments for same day clearing, when you can withdraw money after lodging instruments and when you will be entitled to earn interest on delayed collection as per our Cheque Collection Policy.
- c. We will pay you compensation, as per our Cheque Collection / Compensation Policy for any delay in collection of instruments, without waiting for a demand from you.
- d. We will inform you immediately by SMS / e-mail when a cheque deposited by you for collection is returned unpaid.
- e. We will return a cheque unpaid / dishonoured along with a duly signed return memo indicating the date of return as also the reason for return / refusal of payment within 24 hours.
- f. If immediate credit for outstation cheques is offered, we will provide relevant information including the applicable terms and conditions, such as the limit up to which instruments tendered by you can be credited in satisfactorily operated accounts.
- g. We will proceed as per our Cheque Collection Policy and provide all assistance for you to obtain a duplicate cheque / instrument in case a cheque / instrument tendered by you is lost in transit and compensate you as per our Cheque Collection / Compensation Policy.
- h. We will give the above information when you open your account and whenever you ask for it. If there is any change in our Cheque Collection Policy, the revised Policy will be displayed on our website and will be made available at all our branches.

### 8.3 Cash transactions

- a. We will accept and dispense cash at any of our branches under core banking, subject to any restrictions on type of transaction or charges, if any, applicable to such transactions.
- b. We will exchange soiled / mutilated notes and / or small coins and issue good quality, clean bank notes / coins at all our branches upto a prescribed limit per day. We will extend this facility, within prescribed limits to walk-in customers too.
- c. For transactions above a specified amount, we will require you to furnish your PAN.

### 8.4 Direct debits and standing instructions

We will:

- a. at the time of opening the account tell you how direct debits / standing instructions work and how you may record / cancel them and the charges connected with them. Charges will be levied as per our Tariff Schedule.
- b. act upon mandates given by you for direct debits [Under National Electronic Clearing Service (NECS)] / National Automated Clearing House (NACH) and other standing instructions. In case of any delay or failure in executing the mandate resulting in financial loss or additional cost, we will compensate you as per the compensation policy of the bank. If the mandate cannot be executed due to insufficient balance in your account, we will levy charges as per our Tariff Schedule.
- c. credit your account along with interest as soon as it is determined that any amount has been unauthorisedly / erroneously debited from your account and compensate you as per our Compensation Policy.

### 8.5 Stop payment facility

We will:

- a. accept stop payment instructions from you in respect of cheques issued by you. Immediately on receipt of your instructions, we will give an acknowledgement and take action provided these cheques have not already been cleared by us.

- b. levy charges, if any, as indicated in our Tariff Schedule.
- c. reimburse and compensate you as per our Compensation Policy in case a cheque is paid subsequent to the receipt of stop payment instructions by us.

### 8.6 Cheques / debit instructions issued by you

We will:

- a. keep original cheques / debit instructions acted upon from your account or copies or images of the cheques received from the presenting bank under Cheque Truncation System (CTS), for such periods as required by law.
- b. give you the cheque / image of cheque / debit instruction acted upon or a copy thereof as evidence as long as records are available with us. If there is a dispute about a cheque paid / debit instructions from your account and in case the request for such cheque, etc. is made within a period of one year from the date of cheque / debit instruction, no charge will be levied. In respect of requests received beyond this period, charges will be levied as per the Tariff Schedule.
- c. inform you how we will deal with unpaid cheques and out-of-date [stale] cheques. The details of charges to be levied will be included in our Tariff Schedule.

### 8.7 Term deposits

- a. When you place a term deposit with us, we will obtain instructions from you in the account opening form for the disposal of your deposit at maturity.
- b. Where there are no instructions for disposal of the deposit at maturity, we will inform you well in advance through letter / e-mail / SMS about its impending date of maturity.
- c. In case we still do not receive any instruction from you, we will renew the deposit, excluding deposits like tax savings deposits, etc., for the same period as the matured deposit at the prevailing rate of interest.
- d. We will inform you the procedure for withdrawal of term deposits before maturity. This information will also be made available in the account opening form / MITC / reverse of the FDR.
- e. We will inform you of the interest rates applicable and charges for premature withdrawal of term deposits.
- f. We will permit premature withdrawals of term deposits in accordance with the mandate 'Former or Survivor / Either or Survivor', provided a specific joint mandate from all the depositors has been given for the purpose. We will provide for such a mandate in the account opening form.
- g. We will inform you, at the time of acceptance of the deposit, the terms and conditions and interest rate applicable in case you renew the deposits on a date after the date of maturity. This information will also be made available in the account opening form / MITC / reverse of the FDR.
- h. We will advise you of provisions of Income Tax Act applicable to the interest income accruing to you on your deposits, our obligations under the Act and provisions available to you for seeking exemption from Tax Deduction at Source.
- i. We will accept Form 15 G or 15 H as applicable from you at the time of application if you are not liable to pay tax on your interest income. You may submit to us such Form as required, at the beginning of the financial year, if you are not liable to pay tax on your interest income. We will acknowledge receipt of such Forms.
- j. We will issue the requisite certificate within the stipulated period if we deduct tax from interest paid / accrued on your deposits.

### 8.7.1 Advances against term deposits

We will explain the facility of loan / overdraft available against term deposits.

### 8.8 Settlement of claims in respect of deceased account holders

- a. The operational procedure for settlement of claims of deceased depositors is available in our branch and on our website as a part of our Deposits Policy.
- b. We will provide claim forms for settlement of claims of the accounts of deceased persons, to those who approach us for the forms. We will also place the claim forms on our website.

### 8.8.1 Accounts with survivor / nominee clause

- a. In the case of a deposit account of a deceased depositor, where the depositor had utilized the nomination facility and made a valid nomination or where the account was opened with the survivorship clause ("either or survivor" or "anyone or survivor" or "former or survivor" or "latter or survivor"), payment of the balance in

the deposit account to the survivor(s) / nominee of a deceased deposit account holder will be made, provided:

- i. the identity of the survivor(s) / nominee and the fact of the death of the account holder, is established through appropriate documentary evidence.
  - ii. there is no order from the competent court restraining the bank from making the payment from the account of the deceased. In such cases, payment to the survivor(s) / nominee of the deceased depositors will be made without insisting on production of succession certificate, letter of administration or probate, etc. or obtaining any bond of indemnity or surety from the survivor(s) / nominee, irrespective of the amount standing to the credit of the deceased account holder.
- b. The survivor(s) / nominee would be receiving the payment from the bank as a trustee of the legal heirs of the deceased depositor, i.e., such payment shall not affect the right or claim which any person may have against the survivor(s) / nominee to whom the payment is made.
  - c. The payment made to the survivor(s) / nominee, subject to the foregoing conditions, would constitute a full discharge of the bank's liability.
  - d. In case of term deposits with "Either or Survivor" or "Former or Survivor" mandate, premature withdrawal of the deposit, on death of one of the depositors, by the surviving joint depositor will be permitted only if there is a mandate from all the depositors to this effect. The premature withdrawal will be allowed at the rate of interest applicable on the date of deposit for the period the deposit remained with us and without penalty.
  - e. It may be noted that in case of a joint deposit account, nominee's right arises only after the unfortunate event of death of all the depositors.
  - f. At the time of registration of nomination, you will have the option to indicate or not to indicate the name of the nominee in the passbook / statement of account / FDR.

### 8.8.2 Accounts without the survivor / nominee clause

In case the deceased depositor had not made any nomination or for the accounts other than those styled as "either or survivor" (such as single or jointly operated accounts), we will adopt a simplified procedure for repayment to the legal heir(s) of the depositor, keeping in view the imperative need to avoid inconvenience and undue hardship to the common person. In conformity with our risk management policy, we will fix a minimum threshold limit (which will be made known on demand at our branch) upto which claims in respect of the deceased depositor(s) will be settled without insisting on production of any documents other than a letter of indemnity.

### 8.8.3 Time limit for settlement of claims

We will settle the claims in respect of deceased depositors and release payments to survivor(s) / nominee within a period not exceeding 15 days from the date of receipt of the claim subject to the production of proof of death of the depositor and suitable identification of the claimant(s), to the bank's satisfaction.

### 8.8.4 Premature termination of term deposit accounts

In the case of term deposits, we will incorporate a clause in the account opening form itself to the effect that in the event of the death of the depositor, premature termination of term deposits would be allowed. The conditions subject to which such premature withdrawal would be permitted would also be specified in the account opening form. Such premature withdrawal would not attract any penal charge.

### 8.8.5 Treatment of flows in the name of the deceased depositor

In order to avoid hardship to the survivor(s) / nominee of a deposit account, we will obtain appropriate agreement / authorization from the survivor(s) / nominee with regard to the treatment of pipeline flows in the name of the deceased account holder. In this regard, we will consider adopting either of the following two approaches:

- i. We could be authorized by the survivor(s) / nominee of a deceased account holder to open an account styled as 'Estate of \_\_\_\_\_, the Deceased' where all the pipeline flows in the name of the deceased account holder could be allowed to be credited, provided no withdrawals are made.

OR

- ii. We could be authorized by the survivor(s) / nominee to return the pipeline flows to the remitter with the remark "Account holder deceased" and to intimate the survivor(s) / nominee accordingly. The survivor(s) / nominee / legal heir(s) could then approach the remitter to effect payment through a



negotiable instrument or through electronic transfer in the name of the appropriate beneficiary.

#### **8.8.5.1 PENSION ACCOUNTS\***

- i. We will inform you that Nomination facility is available for Savings Bank Account opened for credit of pension.
- ii. We will inform you that Banking Companies (Nomination) Rules, 1985 are distinct from the Arrears of Pension (Nomination) Rules, 1983.
- iii. We will inform you that nomination exercised by you under Arrears of Pension (Nomination) Rules for receipt of arrears of pension will not be valid for the purpose of deposit accounts held by you with us.

For this a separate nomination is necessary in terms of the Banking Companies (Nomination) Rules, 1985 in case you desire to avail of nomination facility.

\* [Note: Provisions of 8.8.5 of the Code does not apply in case of deposit account held with us by pensioners]\*.

#### **8.9 Safe deposit lockers**

- a. We will give you the complete details of the rules and the procedures applicable for allotment of the safe deposit lockers and also safe deposit of valuables, in case we offer the service and will explain the differences between the same and also the charges and unique features of these services. We will allot lockers without linking it to placement of fixed deposits. However, to ensure prompt payment of locker rent, we may at the time of allotment, obtain a Fixed Deposit which would cover 3 years' rent and the charges for breaking open the locker in case of an eventuality. We will send reminders for the overdue rent of your safe deposit locker at the last recorded address and / or e-mail. We would have the right to restrict operations of the locker till the rent due is paid as per the locker agreement. We will include this clause in the agreement.
- b. We will advise you that hiring of a safe deposit locker creates relation of a lessor and lessee and the lessee has the right for free access to safe deposit locker in a safe and secure environment.

#### **8.10 Foreign Exchange services**

- a. When you buy or sell foreign exchange, we will give you information on the services, details of the exchange rate and other charges which apply to foreign exchange transactions. If this is not possible, we will tell you how these will be worked out.
- b. If you want to transfer money abroad, we will inform you how to do this and will give you:
  - i. a description of the services and how to use them.
  - ii. details of when the money you have sent abroad should get there and the reasons for delays, if any.
  - iii. the exchange rate applied for conversion of the foreign currency (if this is not possible at the time of the transaction, we will let you know later what the rate was).
  - iv. details of any commission or charges, which you will have to pay and a caution that the person receiving the money may also have to pay the correspondent bank's charges.
- c. We will tell you if the information provided by you for making a payment abroad is adequate or not. In case of any discrepancies or incomplete documentation, we will advise you immediately and assist you to rectify / complete the same.
- d. If money is transferred to your bank account from abroad, we will tell you the original amount received and charges, if any, levied. Even if the sender has agreed to pay all charges, we shall still deduct our charges / statutory taxes from the proceeds at the time of crediting the money into your account.
- e. We will guide you about the regulatory requirements or conditions relating to foreign exchange services offered by us as and when requested by you.
- f. In case of delay beyond the day when the amount is due for credit, you will be compensated (i) for any loss on account of interest for due period beyond the due date and (ii) also for adverse movement of forex rate as per the Compensation Policy of the bank.
- g. All certificates required to be issued under regulatory / statutory instructions will be issued at nominal charges which will be displayed on our website except the certificates which are statutory and to be issued free of charge.

#### **8.11 Remittances within India**

If you want to remit money within India, we will inform you how to effect it and

- a. give a description of our services and how to use them.
- b. suggest to you the best way to send the money to suit your needs.
- c. disclose the details of all charges including commission that you will have to pay for the service as per the Tariff Schedule.
- d. send you an SMS / e-mail informing you of the fate / status of the remittance made by you through Mobile Banking / NEFT / RTGS.
- e. make available on our website updated contact details of our Customer Facilitation Centers to handle your queries / complaints regarding NEFT / RTGS transactions / digital banking.
- f. In case of any delay we will compensate you for the delay and any loss / additional expense incurred by you as per our Compensation Policy.
- g. We will extend remittance facilities within prescribed limits to walk-in customers too.

#### **8.12 Lending**

- a. We will have a Board approved policy on Loans and Advances.
- b. We will base our lending decisions on a careful and prudent assessment of your financial position and capacity to repay.
- c. We will not discriminate on grounds of sex, caste and religion in the matter of lending. However, this does not preclude us from instituting or participating in schemes framed for specified sections of the society.

##### **8.12.1 Loans**

##### **8.12.1.1 General Information**

**We will:**

- a. give you the Most Important Terms and Conditions (MITC) governing the loan / credit facility you have sought to avail.
- b. give you information explaining the key features of our loan and credit card products including applicable fees and charges while sourcing the application and at the time of communicating the sanction of the loan / credit card.
- c. advise you about the information / documentation we need from you to enable you to apply. We will also advise you what documentation we need from you with respect to your identity, address, employment, etc. and any other document that may be stipulated by statutory authorities (e.g. PAN details), in order to comply with legal and regulatory requirements.
- d. verify the details mentioned by you in the loan / credit card application by contacting you at your residence and / or on business telephone numbers and / or through any alternative channels and / or physically visiting your residence and / or business addresses through agencies appointed by us for this purpose, if deemed necessary by us.
- e. if we offer you an overdraft, or an increase in your existing overdraft limit, we will tell you if your overdraft is repayable on demand or otherwise. We will, if required, also advise about the method of calculation of overdrawn amount and also the computation of interest as well as penal interest.
- f. in case we offer / approve a credit facility over the telephone, we will credit your account with the amount only after receiving your acceptance in writing or through any other mode such as sms / e-mail and where your consent is obtained through authenticated electronic means, after necessary validation.
- g. not offer any unsolicited pre-approved credit facility in any form, including enhancement of credit card limit and top up of personal loan limits, etc.

##### **8.12.1.2 Applications for loans and their processing**

- a. At the time of sourcing a loan product, we will provide as part of the loan application form, information about the interest rates along with the annualised rates of interest, whether floating or fixed, as also the fees / charges payable for processing, the amount of such fees refundable if loan is not sanctioned / disbursed, pre-payment options and charges, if any, penal rate of interest for delayed repayments, if any, conversion charges for switching your loan from fixed to floating rates or vice-versa, existence of any interest reset clause and any other matter which affects the interest of the borrower, so that a meaningful comparison with those of other banks can be made and an informed decision can be taken by you.
- b. We will provide you with a checklist of the documents to be submitted (compliant with legal and regulatory requirements) along with the loan application form to



enable you to submit the application complete in all respects. If required, we will assist you in filling up your loan application form.

- c. We shall invariably provide you with an acknowledgement of your loan application, whether submitted online or manually, indicating therein the time frame within which the application will be processed.
- d. We will convey our decision on your loan application as per our prevailing policy, which is available on the website, provided your application is complete in all respects and is submitted along with all the documents as per 'check list' provided.
- e. Normally all particulars required for processing the loan application will be collected by us at the time of application. In case we need any additional information, we will contact you immediately.
- f. We will communicate, in writing, the reason(s) for rejection of your loan application. We may communicate this through letter or e-mail stating the reason(s) for such rejection of the loan application.
- g. We will provide you the sanction letter detailing particulars of amount sanctioned and the terms and conditions.
- h. We will provide you an amortisation schedule (schedule of repayment of principal and interest for the duration of the loan).
- i. We will also inform you whether you have an option to let equated monthly installments stay constant and change tenure or vice-versa when the interest rate changes.
- j. We will, at your request, supply authenticated copies of all the loan documents executed by you at our cost along with a copy each of all enclosures quoted in the loan document as part of disbursement welcome kit. However, reasonable charges will be levied for additional authenticated copies as per our tariff.
- k. We will give written receipt for all documents to title taken as security / collateral for any loan.
- l. We will endeavour to send you a communication through letter / e-mail or SMS about the status of your account before it becomes a Non Performing Asset (NPA).
- m. We will give you notice, sufficiently in advance, if we decide to recall / accelerate payment or performance under the agreement or seek additional securities.
- n. We will provide you with an annual statement of account of your term / demand loans.
- o. We will provide you with the loan statement, more often, if required, at a cost which will be indicated in the Tariff Schedule.
- p. We will return to you all the securities / documents / title deeds to mortgaged property within 15 working days of the repayment of all dues agreed to or contracted and report to Central Registry for Securitisation, Asset Reconstruction and Security Interest (CERSAI) about satisfaction of our charge. If any right to set off is to be exercised for any other claim, we will give due notice with full particulars about the other claims and retain the securities / documents / title to mortgaged property till the relevant claim is settled / paid.
- q. We will compensate you for any delay in return of securities / documents / title deeds to mortgaged property beyond 15 working days of the repayment of all dues agreed to or contracted or in reporting to CERSAI about satisfaction of our charge in line with our Compensation Policy.
- r. In the event of our losing the securities / documents / title deeds you have provided to us when you availed a loan, we will compensate you for the loss. We will issue a certificate indicating the securities / documents / title deeds lost and extend all assistance to you for obtaining duplicate documents, etc. at our cost.
- s. We will process a request for transfer of borrowal account, either from you or from a bank / financial institution, along with your explicit consent in the normal course and convey our concurrence or otherwise within two weeks of receipt of request.
- t. We will not levy foreclosure charges / pre-payment penalties on all floating rate term loans sanctioned to you (in your individual capacity) irrespective of whether paid from own funds or takeover by other Banks.
- u. where a loan is eligible to be covered under any subsidy schemes or subvention scheme in force we will explain to you features of such scheme and any requirement you will need to fulfill.

### 8.13 Guarantee

- a. If you want us to accept a guarantee or other security from a third party for your liabilities, we may ask you for your permission to give confidential information about your finances to the person giving the guarantee or other security, or to their legal adviser.

- b. We will also:
  - i. encourage them to take independent legal advice to make sure that they understand their commitment and the possible consequences of their decision (where appropriate, the documents we ask them to sign will contain this recommendation as a clear and obvious notice).
  - ii. inform them that by giving the guarantee or other security they may become liable instead of, or as well as, you.
  - iii. inform them what their liability will be.
  - iv. give a copy of the terms and conditions of the loan sanctioned / loan agreement, free of cost, to the guarantor(s) of the credit facility availed by you.
- c. When you are considering to be a guarantor to a loan, we will tell you:
  - i. your liability as guarantor;
  - ii. the amount of liability you will be committing yourself to the bank;
  - iii. circumstances in which we will call on you to pay up your liability;
  - iv. whether we have recourse to your other monies in the bank if you fail to pay up as a guarantor;
  - v. whether your liabilities as a guarantor are limited to a specific quantum or they are unlimited;
  - vi. time and circumstances in which your liabilities as a guarantor will be discharged as also the manner in which we will notify you about this;
  - vii. of any material or adverse change in the financial position of the borrower to whom you stand as a guarantor.
- d. We will return to you all the securities / documents / title deeds to mortgaged property within 15 days of the repayment of all dues agreed to or contracted.
- e. We will compensate you for any delay in return of securities / documents / title deeds to mortgaged property beyond 15 days of the repayment of all dues agreed to or contracted.
- f. In the event of our losing the securities / documents, we will compensate you for the loss. We will issue a certificate indicating the securities / documents lost and extend all assistance to you for obtaining duplicate documents, etc.

### 8.14 Central Registry of Securitisation, Asset Reconstruction and Security Interest of India (CERSAI)

When you avail of a loan facility involving immovable property and / or movables as primary or collateral security, we will advise you the functioning of the CERSAI and the fact that their records will be available for search by any lender or any other person desirous of dealing with the property / assets. We will notify our charge to CERSAI.

### 8.15 Settlement of dues

- a. You should let us know, as soon as possible, if you are not able to make your payments in time.
- b. We will consider all cases of genuine financial difficulties sympathetically and positively, in consonance with regulatory guidelines and our policy.
- c. We will try to help you overcome your difficulties.
- d. In case we offer you a One Time Settlement (OTS) for repayment of dues, we will explain to you the details of the offer.
- e. We will spell out, in writing, the terms and conditions of the OTS offered to you.
- f. If the dues are settled under OTS, we will explain to you the implications of such settlement on your credit history maintained by the CICs.

### 8.16 Securitisation of loans / card dues

- a. In case we securitise (sell) your loans / dues on your card to another entity, we will advise you the name and contact details of such entity along with the amount of your loan / dues transferred to them. In the normal course, loans / credit card dues, which are Non Performing Assets (NPAs) are considered for sale to Asset Reconstruction Company (ARC) through assignments. Where dues are settled through compromise, assigning such assets to ARC does not arise.
- b. You will then be liable to pay the amount due to the entity to which the loan / dues have been transferred.
- c. The entity to which the loan / dues have been transferred will continue to report your credit information to the CICs.
- d. We will endeavour to assist you in case you have a grievance against the entity to which your loan / dues have been transferred by us.
- e. For all complaints against the entity to which your loan / dues have been transferred by us, we will remain the Nodal Authority for resolution. We will treat these complaints as if they are against us and ensure that these are resolved promptly.

## 8.17. Electronic and Digital Banking

### 8.17.1 Internet and Mobile Banking

We will take appropriate measures to provide safe and secure Internet and Mobile Banking. We will ensure that our systems and technology are safe and secure and review and update them periodically.

- a. We will implement robust and dynamic fraud prevention and detection mechanisms to mitigate risks and protect customers from liabilities arising from unauthorized transactions.
- b. We will undertake various initiatives to educate you on Internet / Mobile Banking security and on prevention from payment related frauds, by way of:
  - i. Displaying relevant information on our website
  - ii. Displaying information at customer touch points like ATMs and branches.
  - iii. Periodic educational e-mails
- c. When you have access to Internet / Mobile Banking services, we will also inform you of the applicable terms and conditions relating to such services. All Internet / Mobile Banking related services and associated charges, if any, will be displayed on our website and made available to you.
- d. We will also inform you where to find the information you need to safeguard your online information and to protect yourself while using computer / mobile handset from fraud, scams or unauthorized transactions. This information will be updated from time to time.
- e. We will carry out adequate authentication processes for financial transactions, as prescribed by the regulator from time to time.
- f. We will send you SMS / online e-mail alerts for all types of transactions, irrespective of the amount, undertaken by you. These alerts will be sent to the contact details registered with us.
- g. We will ask you for additional factor authentication / validation based on information not visible on the cards for all on-line card not present transactions as well as IVR transactions.
- h. We will send you an SMS / e-mail on all payee / biller registration done on Netbanking.
  - i. In case we offer you the facility of fixing a daily cap on the value, mode of transactions, number of transactions and beneficiaries for electronic modes of transactions, we will require an additional authorization in the event of your changing the options. We will send you an alert when a request for change in the option is received.
  - j. Mobile Banking service is network independent, i.e. customers having mobile phones of any network of operator can transfer funds from account in one bank to any other account in the same bank or any other bank.
- k. If you opt for Mobile Banking services we will, prior to your registration for the service, inform you of:
  - i. the security procedure adopted by us for user authentication;
  - ii. time taken between registration of customers and activation of services;
  - iii. the applicability or otherwise of stop payment instructions and the terms and conditions for the acceptance, if any, for the same.
  - l. You can apply for registration of Mobile Banking services through multiple channels such as ATMs, Websites, Phone Banking, IVR, SMS, etc. You need not come to branches for the same.
- m. Mobile Banking transactions are completely instantaneous and are incapable of being reversed. Thus stop payment privileges are very limited.
- n. You may opt out of Internet / Mobile Banking Services at any point of time. However, you must keep us informed of your decision and ensure that you complete the requisite formalities.
- o. In any dispute about receipt of Passwords or security information that are not issued to you in person, we will not rely merely on proof of dispatch to your correct registered address as proof that they have been received by you.
- p. Online banking is safe and convenient as long as you take adequate and simple precautions. Please make sure you follow the advice given below:
  - i. Visit our secure Internet banking site directly. Avoid accessing the site through a link from another site or an e-mail and verify the domain name displayed to avoid spoof websites.
  - ii. Log out of Internet banking when your session is complete. Use the 'Log Out' button to log out so that the session closes. Do not just close the window to log off.

- iii. Log off your PC when not in use.
  - iv. Avoid using Internet Banking on unsecured networks like airports, railway stations, cyber-cafes or any other public network / wi-fi, etc.
  - v. Update your computer / laptop with the latest version of your browser (Internet Explorer, Google Chrome, etc.)
  - vi. Install security programmes to protect against hackers, virus attacks or any malicious programmes. Update your security programme or antivirus on regular basis.
  - vii. Install a suitable firewall to protect your device / laptop / mobile, etc. and its contents from outsiders.
  - viii. Disable the 'File and Printing Sharing' feature on your operating system.
  - ix. Preferably use virtual keypad while conducting electronic financial transactions / internet banking.
- q. Apart from your obligations when using Internet Banking, you will need to take additional care to protect your device when using a mobile application or any other form of social media to access banking services:
    - i. Do not leave your device unattended and logged into a Mobile Banking service
    - ii. Lock your device to prevent unauthorised use of your Mobile Banking service
    - iii. Notify us as soon as possible if your device is lost or stolen
    - iv. Update your Mobile Banking App as and when a new version / upgrade is released.
    - v. Update your mobile operating system to ensure that the latest security patches are available on your mobile.
    - vi. Purchase your mobile phone from an authorized dealer.
    - vii. Ensure to check the authenticity of all Apps downloaded on your mobile. Do not download Apps from untrusted sources.
  - r. Log out of Mobile Banking application once you are done using it. Check your account and transaction history regularly.
  - s. Do not share your internet / Mobile Banking security information or disclose your password as response to any e-mail (even if it appears to have been sent from our bank). Please inform us of the same for us to investigate. Neither the police nor we will ever contact you to ask you to reveal your online banking or payment card PINs, or your password information.
  - t. Customer complaints / grievances arising out of Mobile Banking facility are covered under Banking Ombudsman (BO) Scheme.

### 8.17.2.1 PINs and Passwords

- a. A password is a string of characters used to verify the identity of a user during the authentication process. Passwords are important so that sensitive data or a critical information does not fall into wrong hands.
- b. We will conform to internationally accepted standards for methods of generation, storage and terminal security relating to PINs and Passwords to ensure their confidentiality and security for your protection.
- c. We will deliver your PIN in a sealed cover to you at the registered address we have on record or at our branch after due identification. You may, also at your convenience, generate PIN online / via IVRS or at ATMs.
- d. We will ensure that your recent contact details (mobile number, e-mail ID and landline number) are registered and updated with the Bank.
- e. In order to safeguard your account, you must choose a strong PIN / password and change it regularly.

#### 8.17.2.2 You should also adopt the following safe practices / precautions to protect your PIN or Password. For creating PIN / Password:

- a. Use the following guidelines to create a strong password:
  - Do not use familiar names which are easily discoverable (self, spouse, children, parents, pets, etc.)
  - Avoid using commonly known facts about yourself (hobbies, birthdays, favourite sports, etc.)
  - Do not use words found in the dictionary as software programmes can search for probable words and guess the password. Instead combine misspelt words to prevent a dictionary attack
  - Use at least six or more characters. More the characters in a password, the more secure it is
  - Utilize a combination of letters and numbers to make it more difficult for a person

/software programme to guess your password

- Use special characters (@, #, %, \$, etc.) to make the password more difficult to crack
- Use a combination of upper- and lower-case letters which helps to create a more secure password

b. Do not use the following to create a \*PIN:

- birth dates, months or years;
- sequential numbers (e.g. 3456);
- number combinations that may be easily guessed (e.g. 1111);
- parts of your telephone number;
- parts of numbers in the order in which they are printed on any of your cards;
- other easily accessible personal data (e.g. driving licence, your vehicle number or other numbers easily connected with you)

\*This is only an illustrative and not exhaustive list. Precautions for preventing unauthorised transactions in your account:

Do not:

- Allow anyone else to use your card, PIN, password or other security information.
- Write down or record your PIN, password or other security information.
- Store your password(s) in your Browsers (such as Internet Explorer, Google Chrome, Firefox, etc.) or on e-Commerce sites or in mobile handset.
- Save your Mobile Banking Login and password on your phone
- Give your account details, password / PIN / OTP or other security information to anyone, including those who claim to be authorized representatives of the bank.
- Respond to any communication asking for your Bank account credentials (Internet banking password, ATM PIN, CVV, Card expiry date, etc.)
- Respond even if any message threatens discontinuation of facility or makes an exciting offer or mentions any other reason. All such communication through letters, e-mails, mobile phones, SMSs, etc. should be ignored.
- Fall prey to fictitious offers / lottery winnings / remittance of cheap funds in foreign currency from abroad by certain foreign entities / individuals. These could include Indian residents acting as representatives of such entities / individuals. These messages often appear to be from a friend, bank or other legitimate source directing you to certain websites designed to trick you into providing personal information such as your user name and password or credit card information.
- Click a link in any suspicious e-mails / SMS, and don't provide your information unless you trust the source e-mail / SMS.
- Allow anyone else to see you enter your Password in a PC / mobile handset or to see the PIN when you use your card at ATMs or at Points of Sale (POS) counters.

Always:

- Change your PIN / Password at regular intervals – at least every 3 to 6 months. Do not repeat your previous passwords.
- Memorize your PIN, password and other security information and destroy the written communication, if any, received by you.
- Take reasonable steps to keep your card safe in your personal custody and your PIN, password and other security information secret at all times.
- Use different PINs or Passwords for different cards or devices
- Use a power-on / access password for your computer / laptop / mobile and a screensaver password on your computer / laptop / mobile so that no one else can use it without your consent. Immediately inform (through authorized officials of bank or authorized channel) your bank on change of your e-mail ID or mobile number.

### 8.17.3 ATM / Debit and Credit Cards

- a. We will offer you an ATM / Debit Card if it is normally issued with the type of account you have opted for.
- b. New Cards / Replacement cards (debit as well as credit cards) will be essentially EMV Chip and PIN enabled card only. You may decline to accept the card if you do not want it.
- c. Where cards are delivered to you personally, we must be satisfied about your identity before allowing cards to be delivered.
- d. We will send a service guide / member booklet giving detailed terms and conditions, losses on your account that you may be liable if your card is lost / misused and other relevant information with respect to usage of your card along with your first card.
- e. We will inform you which of your accounts your card can access. We will also inform you whether the card issued to you has more than one function and if so, what those functions are.

- f. We will advise you of the current transaction limits that apply at POS counters, ATMs and forex transactions.
- g. We will advise you of the fees and charges that apply to your card.
- h. Please safeguard your card by taking the following measures:
  - Sign your card as soon as you receive it
  - Do not leave your card unattended (in a wallet / purse) or in a location (e.g. your vehicle) from where it could be removed without being noticed
  - Do not give your card to anyone or let anyone else use your card including at merchant establishments (e.g. restaurants, petrol pump, etc.)
  - Always remember to take your card back after using it
  - Inform us if you change your address with documentary proof so that, whenever required, a replacement card is sent to your correct address.
  - Complaints relating to disputed / failed ATM transactions are to be lodged with card issuing bank (through authorized officials or channel).

### 8.17.4.1 Reporting loss / theft / disputed transactions

- a. We will inform you of the procedure you must follow to report the loss, theft or unauthorised use of your card or PIN.
- b. We will include in the terms and conditions what your liability will be in relation to the loss or theft of your card or disclosure of your PIN or Password.
- c. We will provide the capability to register your mobile number and wherever available, e-mail ID, before activating any electronic transaction facility.
- d. We will provide multiple channels for enabling you to report an unauthorized transaction on 24 x 7 basis. These channels would be helplines, SMS, e-mail, IVR, website, etc. You can also report such transactions to your home branch during the working hours. Further, we will also provide you the details of our channels through which you can block your card. We will promptly send a confirmation for having blocked usage of the card.
- e. We will provide, if possible, inbuilt reply facility to SMS. However all our SMS alerts will include alternate number / mobile number / e-mail id to contact us immediately.
- f. We will provide a direct link for lodging the complaints, on home page of our website with specific option to report unauthorized electronic transactions.
- g. We will provide a loss / fraud reporting system that sends an immediate response (including auto response) to you acknowledging the complaint along with the registered complaint number.
- h. You should inform us as soon as you discover that your card has been lost or stolen or someone else knows your PIN, password or other security information, apart from changing them immediately. On your notifying us, we will take immediate steps (such as blocking of your card or resetting the PIN, as the case may be) to prevent the misuse.
- i. Once you have advised us that your card has been lost or stolen or your PIN or Password disclosed, you will not be responsible for any unauthorised use of your card after that time.
- j. On receipt of your complaint of an unauthorised transaction, we will take immediate steps to prevent further unauthorised transactions in your account.
- k. The liability for the losses due to an unauthorised transaction will be based on the regulations from the regulator that are in force at that time.
- l. You will not be liable for losses before you receive your card or, if applicable, your PIN and Password, provided you have notified us of your current address.
- m. We will display the telephone / Toll Free numbers of the help desk / contact persons of the ATM owning bank at ATM locations for lodging complaints and / or for reporting / blocking lost / compromised cards. Please ensure to lodge complaints only to your card issuing bank for redressal.
- n. ATM Id has been displayed on all the ATMs. You should quote the same while making a complaint / suggestion. Forms are available within ATM premises for lodging ATM complaints.
- o. We will reimburse amounts wrongly debited in failed ATM transactions within the prescribed time limit. For any delay beyond the prescribed time limit, we will pay compensation as prescribed, provided the claim is lodged with us, (i.e. the ATM card issuing bank) within 30 days of the transaction.
- p. In case of disputed ATM transactions, we will retain the relevant camera footage till the dispute is settled. Access to such footage will be available only if the dispute is raised within the prescribed preservation period of such records.

#### 8.17.4.2 Limited Liability in respect of unauthorized electronic banking transactions.

- a. You will be entitled for Zero liability where the unauthorized transaction occurs in the following events:
  - i. Contributory fraud / negligence / deficiency on our part.
  - ii. Third party breach where the deficiency lies elsewhere in the system and you notify us within three working days of receiving the communication from us regarding the unauthorized transaction.
- b. You shall be liable for the loss occurring due to unauthorized transactions in the following cases:
  - i. In cases where the loss is due to your negligence such as where you have shared the payment credentials, you will bear the entire loss until you report the unauthorised transaction to us. Any loss occurring after the reporting of the unauthorized transaction shall be borne by us.
  - ii. In cases where the responsibility for the unauthorized electronic banking transaction lies neither with us nor you, but lies elsewhere in the system and when there is a delay (of four to seven working days after receiving the communication from us) on your part in notifying us of such a transaction, your per transaction liability shall be limited to that transaction value or the amount whichever is lower as mentioned in RBI guidelines issued from time to time on the subject.
  - iii. Further, if the delay in reporting by you is beyond seven working days, your liability shall be determined as per our Board approved policy which will be available in public domain / our website. We shall provide the details of our policy in regard to your liability formulated in pursuance of the RBI directions on the subject at the time of opening the accounts. We will inform all the customers individually also about our policy on the subject.

#### 8.17.4.3 Reversal Timeline for Zero Liability / Limited Liability

On being notified by you, we shall credit (shadow reversal) the amount involved in the unauthorised electronic transaction to your account within 10 working days from the date of such notification by you (without waiting for settlement of insurance claim, if any). The credit shall be value dated to be as of the date of the unauthorised transaction. Further, we will ensure that:

- i. your complaint is resolved and liability, if any, established within such time, as may be specified in our Board approved policy, but not exceeding 90 days from the date of receipt of the complaint and you will be compensated as per RBI guidelines on the subject.
- ii. where we are unable to resolve the complaint or determine your liability, if any, within 90 days, the compensation as per RBI guidelines will be paid; and
- iii. in case of debit card / bank account, you will not suffer loss of interest, and in case of credit card, you do not bear any additional burden of interest.

#### 8.17.5 Credit Card

- a. When you apply for a credit card, we will explain the relevant terms and conditions such as fees, interest and other charges, billing and payment, method of computation of overdues, financial implications of paying only 'the minimum amount due', renewal and termination procedures, and any other information that you may require to operate the card.
- b. We will disclose the Most Important Terms and Conditions (MITC) in a font of ten as below:
  - i. During marketing-MITCs on "Fees and Charges"
  - ii. At application / Welcome kit-All MITCs, including, inter-alia, \*
  - iii. On Credit card Billing-MITCs on Fees & Charges, drawing limits.
  - iv. On an ongoing basis, any change of the terms and conditions.

\* your liability in case of third party fraud or where you have not contributed to the fraud.

- c. We will advise you of our targeted turnaround time while you are availing / applying for a credit card. We will quote annual fee and Annualized Percentage Rates (APR) on card products (separately for retail purchase and for cash advance, (if different) with equal prominence). The method of calculation of APR, late payment charges, and calculation of interest will be explained clearly with examples. These aspects will be shown in the Welcome Kit in addition to being shown in the monthly statement. A notice to the effect making only the minimum payment every month would result in the repayment stretching with consequent interest payment on your outstanding balance will be prominently displayed in all the monthly statements. We will also mention the rate of interest that will be charged on the unpaid amount and other

charges if you choose to pay only the "minimum amount due" as mentioned in the monthly credit card statement. In MITC, we would specifically explain that the "free credit period" is lost if any balance of the previous month's bill is outstanding.

- d. We may also issue a deactivated (not ready to use) credit card if we consider your profile appropriate for issuing credit card and such deactivated card will become active only after you convey your acceptance of the card and take steps for its activation as required and subject to such other conditions as may be specified.
- e. In case we activate the card without your consent or bill you for the card for which you have not given your consent, we will not only reverse the charges forthwith but will also pay a penalty amounting to twice the value of the charges reversed.
- f. We will extend a loan / credit facility or enhance the credit limit on your card only with your consent in writing. Consent received through electronic means where you specifically validate the transaction and having read the MITC and where digital records of such consent can be retrieved as a proof of consent, will also be treated as consent.
- g. We may issue an add-on card(s) to the person(s) nominated by you. We will, at your request, set a credit limit (within the overall limit) for the add-on card(s) issued to you. You will be liable for all transactions made by such additional card holders.
- h. If the limit on your credit card is proposed to be reduced, we will give you thirty days notice unless at your request and also inform you the reason therefor, by SMS / e-mail / letter.
- i. We will ensure that we comply with your request for cancellation / reduction of limit and confirm cancellation / reduction of limit / closure of the credit card to you within 7 working days of the request being received in writing or through an e-mail id registered with us, provided that the outstanding amount, if any, is settled / paid.
- j. We will have right to place a lien and right to set off on all monies belonging to you, being the card holder, standing to your credit, in the same capacity, in any account whatsoever with the Bank or in the possession or custody of the Bank if you are in default to us in payment of our dues. We will send you intimation to this effect by e-mail on your registered e-mail id / registered mobile number or letter within three days from placing lien / hold on your deposit account.
- k. In case we are offering any insurance cover to our credit card holders, in tie up with insurance companies, we will obtain in writing from you the details of nominee/s for the insurance cover in respect of accidental death and disablement benefits. We will ensure that the relevant nomination details are recorded by the insurance company which will handle the claims relating to the insurance cover.
- l. To facilitate low value online Card Not Present (CNP) transactions, the requirement of Additional Factor Authentication (AFA) has been relaxed. Accordingly, we (card issuing bank) will offer the "payment authentication solutions" to you on an optional basis. To seek your consent and to activate your option, we shall provide a one-time registration process facility. The relaxation for AFA under such solutions shall be applicable for CNP transactions for a maximum value of 2000/-per transaction (or as decided by regulator from time to time). We will also facilitate you to set lower per transaction limits.
- m. We will bear the liability of any unauthorized electronic transaction as per Clause 8.17.4.2 of this Code.

#### 8.17.5.1 Credit card statements

- a. To help you manage your credit card account and check details of purchases / cash withdrawals, we will send you a monthly statement, free of cost, with details of the transactions made with / using your credit card. The credit card statement will be dispatched on a predetermined date every month, by post / courier to your mailing address or, if you so desire, by e-mail to the address registered with us. The statement will also be made available for viewing on internet banking. We will ensure that wrong bills are not raised and issued nor will we levy charges which have not been notified by us. In case, a complaint is raised against any bill, we will provide explanation and, if necessary, documentary evidence will also be provided to you within a maximum period of sixty days with a spirit to amicably redress the grievances. In case erroneous charges are reversed, the reversal will not be deemed as settlement of dues.
- b. In the event of non-receipt of this statement, we expect you to get in touch with us so that we can arrange to resend the details to enable you to make the payment and highlight exception, if any, in a timely manner.
- c. We will let you know / notify changes in the schedule of fees and charges and terms

and conditions. Normally, changes (other than interest rates and those which are a result of regulatory requirements) will be made with prospective effect after giving notice of at least one month. The changes will be notified along with the monthly statement of account or copy thereof. In case of a default, the same will be reported to Credit Information Companies (CICs).

- d. Before reporting to Credit Information Companies about default status of a credit card holder, we will adhere to a procedure approved by the Board, including issuing of sufficient notice to the card holder. Notwithstanding the reversal of a wrong billing, unnotified charges will not be the cause of reporting to CICs. In case we treat the reversal of charges as SETTLED, we will inform CIC about the settlement and inform you of the same being reported to CIC.

#### 8.18 Third Party Products

We distribute third party products like pension funds, mutual funds and insurance etc. under corporate agency arrangements in terms of Certificate of Registration issued by respective regulators viz SEBI (mutual fund) and IRDAI (insurance products). We have Board approved policy for sale of insurance products in line with IRDAI (Registration of Corporate Agents) Regulations 2015.

- a. We will inform you if we, as agents of any investment / asset management company or insurance company, offer any type of investment products including mutual funds or insurance products. We are responsible for any person using our premises for selling or marketing third party products on our behalf.
- b. We will ensure that all investment and insurance products we sell are in accordance with extant rules and regulations.
- c. When you avail a banking service or product from us, we will not compel you to purchase / subscribe to any third party product as a quid pro quo.
- d. In the case of securities provided by you for loans availed from us, we will not insist on your obtaining insurance cover from any particular provider / same organisation. Obtention of insurance products, if any, offered by us will be purely on voluntary basis. You will be free to obtain insurance cover from a service provider of your choice.
- e. We will, at regular intervals, educate you by way of advertisement / notice board / information on website / distribution of pamphlets etc. the benefit of the products being sold at our branch, and also through e-mails and SMS, unless you have opted not to receive such information.
- f. We will ensure that all investment and insurance products sold at the branch will be explained to you by personnel who are duly qualified and trained to sell the products.
- g. We will provide detailed terms and conditions of the product which is being offered to you (Key information Memorandum in case of mutual fund and product brochure, sales illustration in case of insurance products).
- h. We will apply appropriate customer due diligence measures before selling investment / insurance products to you.
- i. We will sell a product to you only if we believe it is suitable and appropriate for you.
- j. We will obtain the requisite application and documentation for a product offered only after you have consented to subscribe / avail of the product, in writing or through authenticated electronic means / after necessary validation.
- k. We will ensure that the statement / policy documents will be delivered to you within 30 days from the completion of all the formalities (including medical examination) as per the scheme.
- l. We will arrange to provide maximum possible "After Sales Service" like reminder of SIP, latest NAV, date of maturity, due date of payment of premium, etc.
- m. The service providers will be providing you periodical information on the performance of the scheme / products you have availed from them. In case you require any specific service, we will facilitate the same on receiving specific request from you.
- n. We will disclose details of all commissions / other fees received, if any, from mutual fund / insurance / other financial companies on the Bank's website for distributing their products.
- o. We will adhere to RBI guidelines on para banking activities like sale of insurance / mutual fund / other third party investment products.
- p. We will ensure that the charges for related services for selling of various products will be displayed and made available to you.

#### 8.19 Credit Counselling Facility

We will endeavour to provide credit counselling facility. Wherever such facility is

available, we will display, at our branch in a particular centre, the address, timings, etc. of the counselling centres set up by any bank at that centre to enable you to avail of the service.

#### 8.20 Getting Records

We will, on request, make available to you, at a cost, records pertaining to your transactions, provided this is within the prescribed preservation period of such record.

### 9. BRANCH CLOSURE / SHIFTING

- a. If we plan to close our branch or if we move our branch or we are not able to continue to provide banking services to you, we will give you-
  - i. Notice of two months if there is no branch of any bank functioning at that centre;
  - ii. Notice of one month in all other cases.
- b. In case we shift the branch, we will inform you of the complete address of the new location of our branch.
- c. We will inform you of any change in the timings of the working of the branch.

### 10. FINANCIAL INCLUSION

- a. We will make available 'Basic Savings Bank Deposit Account' (BSBD Account) / Small Account and Jan-dhan Account without the requirement of any minimum balance subject to compliance with the instructions on Know Your Customer (KYC) / Anti-Money Laundering (AML) for opening of bank accounts issued by RBI / Government of India (GOI) from time to time. We will also offer / provide minimum common facilities including the facility of ATM card or ATM-cum-Debit Card without any charges, which will be made known to you. The relevant details will be made known to you in a transparent manner at the time of opening of the account.
- b. We will also extend the facility of opening such accounts on the basis of simplified KYC norms. However, such accounts will be additionally treated as "Small Accounts" and subjected to restrictions which will be made known to you in an easy to understand manner and in the local language.
- c. We will also prominently display at all our branches in bilingual / trilingual, the requirements for opening "Basic Savings Bank Deposit Account" and also the documentation required under simplified KYC norms for opening "Small Account" / Jan-dhan account.
- d. We will also take steps, including training, to create awareness about the above among our staff, particularly the frontline staff.
- e. We will make available, free of cost, basic banking facilities like maintaining of accounts with a specified number of withdrawals in a month, General Credit Card and transfer of benefits from State and Central Governments through electronic platforms.
- f. We will provide value added services, if so desired, by you either free of cost or with low charges, to be notified upfront in the language known and understood by you.
- g. If there are any changes in the services, transactions or the charges, these will be made known at least one month prior to these becoming effective.
- h. The changes, if any, will be communicated through means appropriate to you such as by display on the Notice Board of the branch, or through the Business Correspondent or through letters, etc.
- i. Where we do not have a branch, we will endeavour to have a Business Correspondent (BC) / Business Facilitator (BF) in unbanked areas as per guidelines and road map agreed to, if any, with RBI to enable the opening of accounts, deposit and withdrawal of money, subject to amount and number of transactions, balance enquiry, etc., as also to facilitate transfer of money from one place to another. j. We will also endeavour to provide Mobile Banking facilities.
- k. We will also endeavour to provide other modes of remittance including mobile phones, electronic platforms like NECS, NEFT, etc.
- l. We will be responsible for all acts of omission and commission of Banking Outlet / BC / BF and any complaint lodged against them will be investigated.
- m. We will offer, in case of need, a credit facility at affordable cost, subject to terms and conditions which will be made known to you at the time of applying for the credit facility.
- n. We will explain to you the various credit plans available, including minimum information which the bank may need for processing your loan application, the most important terms and conditions applicable to such loans, the security which may be



charged to the bank, the manner and periodicity of application of interest, repayment procedure, etc.

- o. We will not insist on collateral security for credit limits up to Rupees One lakh for Government sponsored schemes under Priority Sector Lending except loans to MSE customers where higher collateral free limit of Rs. 10 lakh is applicable. We will not insist on collateral security for education loans, upto Rs. 4 lakh or as revised from time to time under Education Loan Scheme.
- p. In case you face any financial difficulty in relation to the credit facility availed by you, we will consider such cases sympathetically and positively.
- q. You may keep us informed of any financial difficulty you may face, as above, to help us assist you overcome your difficulties. While processing your loan application we will not insist on obtaining "No Dues" Certificate from you (individual borrowers and Self Help Groups (SHGs) & Joint Liability Groups (JLGs) for all types of loans unless a particular Government sponsored scheme itself provides for obtention of "No Dues" Certificate.
- r. We will endeavour to help you to overcome your difficulties by, where desirable, drawing up a revival package, if such package is considered desirable in the interest of both of us.
- s. We will educate and guide the account holders the manner of operating bank accounts either under normal branch or through alternate channel including using devices under Information and Communication Technology (ICT) enabled platforms.
- t. We will undertake financial literacy activities to educate customers.
- u. We will organize camps, stalls and town hall events to promote the cause of financial inclusion in towns and villages with participation by the target group.
- v. We will introduce a mechanism in the bank to educate our staff across levels about the financial inclusion efforts in the country in general and in the bank, in particular.
- w. We will put in place a system of regular / ongoing visits by the bank's officials to the unbanked areas where financial inclusion initiatives have been undertaken to ensure end-implementation of the bank's efforts.
- x. We will endeavour to attend promptly to your complaints, if any, and resolve them at the earliest.
- y. In case you have any grievance about the bank or its Banking Outlet / BC / BF, we will make known the manner of lodging complaints and the mechanism in the bank for resolution of complaints, as also the Banking Ombudsman Scheme, in case your complaint is not resolved or resolved to your satisfaction by the bank.
- z. We will give wide publicity to the financial inclusion programme and educate the customers about various products and services.

## 11. SENIOR CITIZENS AND DIFFERENTLY ABLED PERSONS

- a. We will make our best efforts to make it easy and convenient for our special customers like senior citizens, differently abled and illiterate persons to bank with us. This will include making convenient policies, products and services for such applicants and customers.
- b. We will endeavour to develop systems and procedures to improve access to banking services by you.
- c. We will endeavour to make physical access to our branches and ATMs convenient to you. We will endeavour to provide ramps and hand railings at bank branches and ATMs to make it easier for senior citizens and differently abled persons to access various banking facilities.
- d. We will sensitise our staff interacting with you to assist you in carrying out your banking transactions.
- e. In addition to all the other commitments made in this Code:
  - i. We will accord due priority to you. We will endeavour to provide you personalized services for banking transactions and redressal of grievances.
  - ii. We will endeavour to provide seating arrangements in the banking hall.
  - iii. We will endeavour to provide you our services through a Single Window mechanism.
  - iv. We will permit withdrawal of your funds, up to limits set by you, by persons authorized by you on production of the authorization letter and passbook.
  - v. We will endeavour to provide 'Doorstep' banking (pick up of cash / instruments for credit to the account or delivery of cash / demand drafts against issue of cheque / requisition in writing) in special circumstances like ill health, inability to come to the branch, etc. For senior citizens more than 70

years of age and differently abled or infirm persons (having medically certified chronic illness or disability) including those who are visually impaired, we will make concerted effort to provide door step banking for basic banking facilities such as pick up of cash and instruments against receipt, delivery of demand drafts, submission of KYC documents and Life Certificate at the premises / residence of such customers.

- vi. We will issue a pension slip to you (pensioners) containing details of the pension credited to your account.
- vii. We will endeavour to arrange to disburse the pension at the doorstep, in special circumstances.
- viii. We will accept the Life Certificate that is required to be submitted by you (pensioners) at any branch of our bank by maintaining centralized data for the same.
- ix. We will guide relatives / parents of disabled persons on how to appoint a legal guardian, under the National Trust Act, 1999, for disabled persons with autism, cerebral palsy, mental retardation and multiple disabilities who can then open and operate accounts for such persons.
- x. We will ensure that all the banking facilities such as cheque book facility, ATM facility, net banking facility, locker facility, retail loans, credit cards etc., are invariably offered to the visually challenged without any discrimination.
- xi. We will render all possible assistance to the visually challenged for availing various banking facilities.
- xii. We will endeavour to arrange regular meetings so that you may voice your concerns and benefit from collective experience.

## 12. PROTECTING YOUR ACCOUNTS

### 12.1 Secure and reliable banking and payment systems

- a. We will make best efforts to ensure that you enjoy secure and reliable banking and payment systems which you can trust.
- b. We will install CCTV, wherever feasible, for close surveillance as part of security arrangements.

### 12.2 Keeping us up to date

- a. Please make sure you register your current address, phone number, mobile phone number and / or e-mail id with us to enable us to send you necessary alerts.
- b. Please make sure you let us know, promptly, when you change your name, address with supporting documents of change of name and address proof as required, phone numbers and e-mail id so that we are able to contact you when required.

### 12.3 Checking your account

- a. We recommend that you check your statement or passbook regularly. If there is an entry, which seems to be wrong, you should tell us as soon as possible so that we can investigate the same. Regular checks on direct debits and standing orders will help you ensure the money is going where you want it to.
- b. If we need to investigate a transaction on your account, you should co-operate with us and with the police / other investigative agencies if we need to involve them.

### 12.4 Taking care

Taking care of your cheques, passbook and other security information is essential to help prevent fraud and protect your accounts. Please make sure that you follow the advice given below:

- a.
  - i. Do not keep your cheque book and cards together.
  - ii. Do not keep the blank cheque leaves signed.
  - iii. Do not give your account details, password or other security information to anyone.
- b. We will advise you what you can do to protect your card / cheque book from misuse.
- c. In the event your cheque book, passbook or ATM / Debit card has been lost or stolen, or that someone else knows your PIN or other security information, we will, on your notifying us, take immediate steps to try to prevent these from being misused. You should also change your PIN / Password if someone else knows them.
- d. It is essential that you tell us as soon as you can if you suspect or discover that your cheque book, passbook, card has been lost or stolen or someone else knows your PIN, password or other security information.
- e. You could tell us about the loss of the above by phone at our 24 hour toll free number



given to you and send us a written confirmation to that effect immediately. Alternatively, you may advise us by e-mail to the address we have given you for this purpose.

- f. You may be liable for misuses until the time that we have been notified.

## 12.5 Cancelling payments

- To stop payment of a cheque or cancel standing instruction given, or cancel a direct debit instruction, you must tell us in writing.
- We will accept any instruction on withdrawal of mandate by you without necessitating you to obtain the prior concurrence / approval for withdrawal from the beneficiary / user institution.
- It may not be possible to cancel payments if you do not give notice of your decision to cancel.
- Cancellation of credit card payments will be subject to other terms and conditions as may be stipulated.

## 12.6 Liability for losses

If you act fraudulently, you will be responsible for all losses on your account. If you act without reasonable care, which results in losses, you may be responsible for them.

### Annexure – Glossary

These definitions explain the meaning of words and terms used in the Code. They are not precise legal or technical definitions.

#### Aadhaar Pay:

A mobile app which enables digital payments using biometric card.

#### App:

App is an abbreviated form of the word “application”. An application is a software programme that is designed to perform a specific function directly for the user.

#### ATM

An Automated Teller Machine [ATM] is a machine in which a customer can use his card along with PIN to get cash, information and other services.

#### Banking Ombudsman

An independent dispute resolution authority set up by the Reserve Bank of India to deal with disputes that individuals and small businesses have with their banks.

#### Banking Outlet

A fixed point service delivery unit, manned by either Bank's staff or it's business correspondent where services of acceptance of deposits, encashment of cheques / cash withdrawal or lending of money are provided for a minimum of four hours per day for at least five days a week.

**BHIM:** Bharat Interface for Money is a mobile App developed by National Payments Corporation of India (NPCI) based on the Unified Payment Interface (UPI).

#### Card

A general term for any plastic card, which a customer may use to pay for goods and services or to withdraw cash. In this Code, it includes debit, credit, smart and ATM cards.

#### Credit Card

A Credit Card is a plastic card with a credit facility, which allows you to pay for goods and services or to withdraw cash. Cheque Collection Policy Cheque Collection Policy refers to the policy followed by a bank in respect of the various local and outstation cheques and instruments deposited with the bank for credit to an account. The policy inter alia deals with

- cheque purchase requests
- time frame for credit of cheques
- payment of interest in case of delay in collection of cheques
- instant credit of local and outstation cheques
- cheques / instruments lost in transit and charges for such collection.

#### Customer

A person who has an account [including a joint account with another person or an account held as an executor or trustee or as a “Karta” of an HUF, but not including the accounts of sole traders / proprietorships, partnerships, companies, clubs and societies] or who avails of other products / services from a bank.

#### Current Account

A form of demand deposit wherefrom withdrawals are allowed any number of times depending upon the balance in the account or up to a particular agreed amount.

#### Deceased Account

A Deceased account is a deposit account in which case either the single account holder

has deceased or in case of joint accounts one or more of joint account holders has / have deceased.

#### Demat Account

A Demat account refers to dematerialised account and is an account in which the stocks of investors are held in electronic form.

#### Deposit Accounts

- **“Savings deposit”** means a form of demand deposit which is subject to restrictions as to the number of withdrawals as also the amounts of withdrawals permitted by the bank during any specified period.
- **“Term deposit”** means a deposit received by the bank for a fixed period withdrawable only after the expiry of the fixed period and includes deposits such as Recurring / Double Benefit Deposits / Short Deposits / Fixed Deposits / Monthly Income Certificate / Quarterly Income Certificate, etc.
- **“Notice Deposit”** means term deposit for specific period but withdrawable on giving at least one complete banking day's notice. Equity Equity means a part of capital of a corporate entity which is represented by the shares of the company whether in physical or in dematerialised form.

#### Electronic Clearing Service

It is a mode of electronic funds transfer from one bank account to another bank account using the services of a Clearing House.

#### Fixed rate of interest

Fixed Rate of Interest on a loan means that interest rate is fixed for the entire period of the loan or it may be revised after the first few years depending upon the terms and conditions of loan.

#### Floating rate of interest

Floating Rate of Interest on a loan means that interest rate is not fixed but is linked to Reference Rate and would vary with changes in the latter.

#### Guarantee

An undertaking in writing to assure the payment or performance of another person's debt or obligations in the event of a default by the person primarily responsible for it.

#### Government Bond

Government bond means a security created and issued by the Government for the purpose of raising a public loan.

#### Inoperative / Dormant Account

An inoperative / dormant account is a savings bank or current account in which there are no transactions for over a period of two years.

#### IMPS

Immediate Payment Service is an interbank electronic instant mobile money transfer service through mobile phones.

#### National Electronic Clearing Service

It is a system introduced by Reserve Bank of India (RBI) for electronic fund transfer within India.

#### National Automated Clearing House

It is a web based platform to facilitate interbank, high volume electronic transactions for bank, financial institutions, corporate and government. NEFT National Electronic Funds Transfer (NEFT) system is a nationwide funds transfer system to facilitate transfer of funds from one bank branch to any other bank branch in the country.

#### Nomination facility

The nomination facility enables the bank to: make payment to the nominee of a deceased depositor, of the amount standing to the credit of the depositor; return to the nominee the articles left by a deceased person in the bank's safe custody; release to the nominee of the hirer, the contents of a safe deposit locker, in the event of the death of the hirer.

#### Out-of-date [stale] cheque

A cheque, presented for collection, three months after the date of issue of the cheque.

PAN (Permanent Account Number)

The Permanent Account Number is an all India unique number having ten alphanumeric characters allotted by the Income Tax Department, Government of India. It is issued in the form of a laminated card. It is permanent and will not change with change of address of the assessee or change of Assessing Officer.

#### Part time Banking Outlet

A Banking Outlet which provides delivery of service for a minimum of four hours per day and for at least five days a week.

#### Password

A word or numbers or a combination on an access Code, which the customer has chosen,

to allow him to use a phone or Internet banking service. It is also used for identification.

**PIN [Personal Identification Number]**

A confidential number, use of which along with a card allows customers to pay for articles / services, withdraw cash and use other electronic services offered by the bank.

**PoS (Point of Sales)**

PoS or Swipe Machine as it is popularly known is a technological instrument provided to a Merchant Establishment (ME) to carry out the sale of goods or services to customers in a cashless environment. All the customer has to do is swipe his / her Debit, Credit or Prepaid Card

**RTGS**

The acronym 'RTGS' stands for Real Time Gross Settlement. RTGS system offers the fastest means of transfer of funds through banking channel. Settlement of transactions under RTGS takes place on one-to-one basis, which is termed as 'Gross' settlement and in 'real time' i.e. without any waiting period.

**Reference rate**

It is the benchmark rate of interest of a bank to which interest on loans sanctioned under floating rate of interest is linked. The Reference rate of interest is determined / modified by individual banks in accordance with their policies.

**Senior Citizen**

Senior Citizen is a person of over sixty years of age.

**Settled account**

A loan account which is settled under "One Time Settlement" (OTS) Scheme offered by a Bank for repayment of overdues. This suggests that while the borrower paid some amount it probably was not the full amount originally agreed to. Such settled accounts are reported to CICs for updating the credit history of the borrower.

**Smart Card**

A smart card is a plastic card about the size of a credit card, with an embedded microchip which can process data. It provides a secure way of identification, authentication and storage of data. It can be used for telephone calling, electronic cash payments, and other applications.

**Tariff Schedule**

A schedule detailing charges levied by a bank on the products and services offered by it to its customers.

**Unified Payment Interface (UPI)**

A payment system that allows money transfer by using predefined e-mail id, between any two bank accounts by using a smart phone.

**Unpaid Cheque**

This is a cheque, which is returned 'unpaid' [bounced] by the bank.

**Note:**The Code has been evolved by the Banking Codes and Standards Board of India (BCSBI) in collaboration with the Reserve Bank of India, Indian Banks' Association and member banks. The central objective of the Code is promoting good and fair banking practices, setting minimum standards, increasing transparency, achieving higher operating standards and above all, promoting cordial banker-customer relationship which would foster confidence of the common man in the banking system. BCSBI was set up in February 2006 as an autonomous institution "to monitor and ensure that the Banking Codes and Standards adopted by the banks are adhered to in true spirit while delivering their services".

BCSBI has evolved two sets of Codes – Code of Bank's Commitment to Customers and the Code of Bank's Commitment to Micro and Small Enterprises. These Codes have been adopted by member banks of BCSBI which include scheduled commercial banks, urban cooperative banks and regional rural banks.

BCSBI by its design and mandate is not a grievance redressal forum. However, BCSBI looks at complaints with a view to identifying systemic deficiencies, if any, in terms of gaps in policies, procedures and practices at the banks and initiates action for their rectification.

For further information about BCSBI please log on to the website [www.bcsbi.org.in](http://www.bcsbi.org.in)

## DEPOSIT INSURANCE SCHEME FROM DICGC

*(Deposit Insurance and Credit  
Guarantee Corporation)*

DICGC, Deposit Insurance and Credit Guarantee Corporation is a body that protects the Banks Deposits in case of an unforeseen event of a bank failure. The DICGC insures all deposits such as savings, fixed, current, recurring etc., but of course has certain exceptions as well.

As DBS bank also falls under the purview of DICGC, deposits placed by you with our bank are insured upto a sum of Rupees One Lakh with DICGC. Customers are covered under this insurance scheme from the time of placement of the deposit by default and are not required to undergo any formalities for deposit.

If you wish to know more about DICGC you can visit them on [www.dicgc.org.in](http://www.dicgc.org.in)

To make sure you understand the scheme under which you have been covered to your satisfaction, detailed below are answers for some frequently asked question's (FAQs)

If you still have questions that are unanswered or need clarifications on any issues, you can always get in touch with us on the following:

Mumbai Customer Service +91-22-6638 8888

Delhi Customer Service +91-11-3041 8888

Or

Simply write to us on [customer@careindia@dbs.com](mailto:customer@careindia@dbs.com)

### Frequently asked Questions (FAQs)

#### Which are the banks governed by DICGC?

1. All commercial banks including branches of foreign banks functioning in India, local area banks and regional rural banks are insured by the DICGC.
2. All eligible co-operative banks other than those from the State of Meghalaya and the Union Territories of Chandigarh, Lakshadweep and Dadra and Nagar Haveli are covered under the deposit insurance system of DICGC.
3. Primary cooperative societies, Non-banking Financial Companies (NBFCs), Mutual Funds etc. are not insured by the DICGC.

#### What does the DICGC Insure?

1. In the event of a bank failure DICGC protects bank deposits that are payable in India. The DICGC insures all deposits such as savings, fixed, current, recurring etc. except the following types of deposits

- a. Deposits of foreign Governments
- b. Deposits of Central/State Governments
- c. Inter-bank deposits
- d. Deposits of the State Land Development Banks with the State co-operative bank
- e. Any amount due on account of any deposit received outside India
- f. Any amount, which has been specifically exempted by the Corporation with the previous approval of Reserve Bank of India.

#### What is the maximum deposit amount insured by the DICGC?

Each depositor in a bank is insured up to a maximum of Rs. 500,000 (rupees five lakh) for both principal and interest amount held by him in the same capacity and same rights as on the date of liquidation/cancellation of bank's license or the date on which the scheme of amalgamation/merger/reconstruction comes into force.

#### How will I know whether my bank is insured by the DICGC or not?

The DICGC while registering the banks as insured banks furnishes them with printed leaflets for display giving information relating to the protection afforded by the Corporation to the depositors of the insured banks. In case of doubt, depositor should make specific enquiry from the branch official in this regard

#### Are deposits in different banks separately insured?

Yes, if you have deposits with more than one bank, deposit insurance coverage limit is applied separately to the deposits in each bank.

#### Does DICGC directly deal with the depositors of failed banks?

No, in the event of a bank's liquidation, the liquidator prepares depositor wise claim list and sends it to the DICGC. After scrutiny, the DICGC pays the money to the liquidator who is liable to pay to the depositors. In the case of amalgamation or merger of the banks, the amount due to each depositor is paid to the transferee bank.

#### Can any insured bank withdraw from the DICGC coverage?

No, the deposit insurance scheme is compulsory and no bank can withdraw from it.

#### Can the DICGC withdraw deposit insurance coverage from any bank?

The corporation may cancel the registration of an insured bank if it fails to pay the premium for three consecutive half year periods or its license is cancelled etc. In the event of the DICGC withdrawing its coverage from any bank for default in the payment of premium the public will be notified through newspapers.

#### What is the meaning of deposit held in the same capacity and same right, and deposits, held in different capacity and different right?

If an individual opens more than one deposit account in one or more branches of a bank e.g., Shri S. K. Pandit opens one or more savings/current account and one or more fixed/recurring deposit accounts etc., all these are considered as accounts held in the same capacity and in the same right. Therefore, the balances in all these accounts are aggregated and maximum insurance cover is available up to rupees five lakh.

If Shri S. K. Pandit holds other deposit accounts in his capacity as a partner of a firm or guardian of a minor or director of a company or trustee of a trust or a joint account, say with his wife Smt. K. A. Pandit, in one or more branches of the bank then such accounts are considered as held in different capacity and different right. Accordingly, such deposits accounts will also enjoy the insurance cover up to rupees five lakh separately.

It is further clarified that the deposit held in the name of the proprietary concern where a depositor is the sole proprietor and the deposit held in his individual capacity are aggregated and insurance cover is available upto rupees five lakh in maximum.

#### Deposits held in joint accounts

If more than one deposit account are held jointly by individuals in one or more branches of a bank say three individuals A,B and C hold more than one joint deposit account in which their names appear in the same order then all these accounts are considered as held in the same capacity and in the same right.

However, if individuals open more than one joint account in which their names are not in the same order for example, A, B and C ; C, B and A ; C, A and B then the deposits held in these joint accounts are considered as held in the different capacity and different right.

#### If a bank goes into Liquidation

Each depositor gets directly through the liquidator amount of his deposit upto Rs. 5 lakh

#### Do depositors pay for insurance cover?

No, depositors do not pay anything for the insurance cover provided in respect of deposits kept in banks.

KNOW YOUR CUSTOMERS

As a part of the Account opening guidelines “Know Your Customer”(KYC) is an integral element aimed at preventing banks from being used intentionally or unintentionally by criminal elements for committing financial frauds, transferring or deposits of funds derived from criminal activity or for financing terrorism. This document is a consolidation of various guidelines issued by Reserve Bank as also our Bank for proper identification of an account holder / customer. This also covers important provisions of the Prevention of Money Laundering Act 2002.

New documentation guidelines are introduced by RBI from time to time and the same are applicable to all customers entering into any type of transaction with the bank. The same will also apply to existing customers (except where the earlier documentation conforms to these revised documentation standards).

An indicative list of the nature and type of documents / information that may be relied upon for customer identification is given below

Individual
<ul style="list-style-type: none"><li>• Completed Financial Profiling Form</li><li>• Copy of PAN Card or Form 60 (if PAN / GIR No. is not available)</li><li>• Proof of Individual Identity to be submitted by the signatories (any one of the following)<ul style="list-style-type: none"><li>■ Passport ■ Photo PAN ■ Voter's Identity Card ■ Driving license and Photograph ■ Identity Card/Confirmation from Employer (subject to Bank's Satisfaction) ■ Confirmation/ Letter from the employer ■ Letter from the existing Bank(other than DBS bank) (subject to Bank's satisfaction)</li><li>■ Letter from a recognised public authority or public servant verifying the identity and residence of the customer to the satisfaction of the Bank</li></ul></li><li>• Birth certificate and photograph in case of a minor</li><li>• Proof of NRI status</li><li>• Proof of Address (Local as well as overseas in case of NRIs) to be submitted for the signatories (any one of the following and is applicable in case the identity proof does not establish the address)<ul style="list-style-type: none"><li>■ Passport ■ Driving License ■ Telephone (landline/mobile) Bill-not more than 3 months old ■ Letter from employer ■ Bank account statements- not more than 3 months old, Voter's Identity Card ■ Electricity bill- not more than 3 months old ■ Ration Card ■ Letter from a recognised public authority or public servant verifying the identity and residence of the customer to the satisfaction of the Bank</li></ul></li><li>• Photocopied documents should be attested by the client and the original documents should be available for verification</li></ul>
HUF
<ul style="list-style-type: none"><li>• Completed Financial Profiling Form</li><li>• Copy of PAN Card of HUF</li><li>• HUF declaration signed by co parcenors &amp; karta giving details of<ul style="list-style-type: none"><li>■ Address ■ DOB ■ Nationality of all coparceners &amp; should be dated</li><li>■ Identity proof of all Coparceners is also required</li></ul></li><li>• Identity Proof of Karta &amp; Coparceners: (same as Individuals)</li><li>• HUF Address Proof: (same as Individuals)</li></ul>

The above-referenced documents will normally be sufficient to establish both the identity and the correct address of the applicant. However, in circumstances where this is not the case (e.g. PAN Card and Salary Slip together may not provide proof of address) applicants will be asked to provide additional documents (e.g. a letter from the applicant's employer providing the address of the applicant, copies of credit card statements, etc. to the satisfaction of the bank.)

In instances where a prospective customer is unable to produce proof of address (e.g. children, spouse, dependent relatives, domestic servants etc), the bank may, in its discretion, based on materiality and risk, rely on suitable declarations and supporting documents to establish addresses.

Minor Accounts

In cases where an adult or guardian purports to open an account for a minor (under guardian account) who does not already have an account with the bank, the identification proof for that adult or any other person who will operate the account must be obtained.

### **Joint Account**

In case of joint accounts, all applicants are required to independently establish their identities and addresses.

### **Hindu Undivided Family (HUF) Accounts**

Under Hindu Law where all the members of a family reside together jointly, carry on a business activity jointly and hold property jointly such relationship may take the form of a Hindu Undivided Family. The Karta deals on behalf of the HUF and he alone can bind the firm.

The following documents will be obtained for opening HUF accounts

- Declaration from the Karta.
  - Proof of Identification of Karta.
  - Prescribed Joint Hindu Family Letter signed by all the adult coparceners.
- 

## **Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standard (CRS)**

## IMPORTANT NOTE TO CUSTOMERS:

Clause 19 (Disclosures) & Clause 20 (General) on Page 10 of the Terms and Conditions have been revised.

Accordingly Clause 19 has been replaced with Disclosures  
Also, Clause 20 has been replaced and new clauses added.

## DISCLOSURES

The Customer hereby irrevocably authorizes the Bank to disclose at any time if required by any applicable laws, regulations and/or court order for any other purpose, or when Bank regards such disclosure as necessary or expedient any information whatsoever relating to the Customer, Customer's account details, personal particulars, transactions or dealings with the Bank, to any court of competent jurisdiction, quasi judicial authority, law enforcement agency, relevant wing of Central Government or State Government, RBI, Income Tax authorities, Statutory Authorities, financial institutions, Credit Bureaus / agencies / vendors or any company which is an affiliate or associate or subsidiary, head office, or any other branches or Group Company of the Bank. The Customer also agrees to provide to the Bank information required by law or regulation, or any other information the Bank may reasonably request from time to time.

## GENERAL

A recent authenticated photograph of each account holder is to be submitted for all accounts in the Bank. Nomination facility is available with the bank and the same is subject to Banking Company (Nomination) Rules 1985 or as amended from time to time. Succession to the amount lying to the credit of the account and / or operation thereof on the death of the person authorised to operate upon the account shall be in accordance with the rules for the purpose prescribed by the Bank from time to time and effective at the date of the claim. All RBI / IBA guidelines in this regard shall be followed by the bank. For joint accounts, all communication shall be addressed to the first account holder and this shall constitute communication to all account holders. Accounts upon which an attachment order or other legal notice prohibiting operation of the account has been received from any authority will be blocked and no further operation will be allowed until the prohibition order is removed/vacated. Though the Bank will endeavor to inform the customer about any such order, the bank however is not obliged to do so. Except the above, no other correspondence with the authority issuing the prohibitory order will be provided to the customer. Customer transactions will be entertained during normal banking hours as may be in force from time to time. All account holders should notify the Bank in writing, of any change of address as soon as possible. If such a notification is not received by the Bank, the Bank will not be responsible for returned/lost mail/wrongly delivered mail etc. or any loss or damage so caused to the customer in this regard. Each account will be allocated a distinct number which must be quoted in all transactions and correspondence with the Bank. The Bank may without notice combine or consolidate account/s of any customer having liabilities to the Bank and set-off or transfer any sum/s standing to the credit of such accounts or any other sum/s toward the account holder/s liabilities to the Bank or in any other respect whether such liabilities be actual or contingent, primary or collateral and joint or several. Cheques, dividend-warrants and other instruments in the name of payees, other than account holder will not be accepted for collection. For the purpose of and in the course of providing good and efficient service to customers, the Bank shall share all information about the customer's accounts/deposits with its group companies or vendors, whether based in India or offshore. For the purpose of and in the course of opening the account/s or providing services to customers, the Bank may be required to engage the services of specialised and other service providers / agents/vendors for this purpose the customer consents that the bank may provide any information regarding customer's accounts to any such Service Provider/ agent whose services bank avails in this regard.

Customers giving standing instructions for any operation on their account, must be given in writing. Also the revocation of such standing instructions must again be given in writing. In joint accounts, all joint account holders must sign such standing instructions. Customers authorizing Electronic Clearing Debits to their accounts must convey the revocation of such an instruction in writing to the Bank. Deposits and their payments are governed by the laws in effect from time to time in India and are payable at the branch of the Bank in India, where the deposits were made. The Bank has the discretion to allow withdrawal at any other branch in India. The Bank shall not be liable to pay the proceeds of the deposit at any Branch or Office (including the Head Office) outside India. All instructions relating to the maintenance of the account shall be given in writing, satisfactory in form and content to the Bank. The bank will not be bound to pay any interest on the deposit(s) held with it if any of the statements/declarations made by the customer are found to be incorrect in material particulars.

## Notices:

### Communication from the Bank.

In line with normal banking practice of the Bank or as agreed with Customer, the Bank may send any account statement, deposit confirmation or confirmation of any transaction, correspondence, notice or other communication to the Customer by:

- hand or by post to the postal address for Customer as per the records of the Bank;
- fax to the fax number we have for the Customer in our records;
- email to the email address of the Customer as per the records of the Bank we have for the Customer in our records; or
- using electronic services or any other electronic media.

Where necessary, the Bank can also give any notice and communication through the press, radio, television, internet or any other media at the discretion of the Bank choose. Any communication from the Bank to the Customer will be deemed to have been received by the Customer:

- if delivered by hand – the time it is delivered;
- if sent by post – three business days after posting;
- if sent by email – at the time of sending to the Customer's email address;
- if sent by electronic services – at the time it was sent; and
- if made through the press, radio, television or internet – at the time it was made

### Communication from the Customer.

Any notice, instruction, correspondence or other communication the Customer gives the Bank must be in writing and must be received by the Bank. The Bank may accept instructions by phone or over the counter, by fax, electronic services or by any other mode that the Bank may agree with the Customer. The Customer must provide to the Bank any application forms, authorisations or other documents as may be required by the Bank.

Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standard (CRS) for compliance with tax requirements

### 1. Disclosure of information:-

The Customer authorises the Bank to disclose any personal and account information ("Personal Information"), where such disclosure is required by any applicable laws (including applicable laws imposing any reporting and/or withholding obligations on us such as the United States Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standard (CRS) as may be amended, superceded or replaced), to:

- any of our branches, representative offices, related companies, subsidiaries, or any of our other offices, wherever situated;
- any government, quasi-government, regulatory, fiscal, monetary or other authority, agency body or person, whether in India or elsewhere; and
- any party to whom we are under a duty to disclose or where we in good faith deem it in our interest to make such disclosure

### 2. Notification of change in circumstances:-

The Customer will promptly notify the Bank in writing of any change in:

- particulars of the Customer, circumstances, status, including any change in citizenship, residence, tax residency, address(es) on record, telephone and facsimile numbers and email addresses; and
- (where applicable) constitution of the Customer, shareholders, partners, directors or company secretary, or the nature of the Customer's business

### 3. Cooperation with enquiries:-

The Customer will cooperate fully in respect of any enquiry that we the Bank may make for the purposes of compliance with any applicable law (including the United States Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standard (CRS) (as may be amended, superceded or replaced) and/or any other reporting and/or withholding requirements of any government) including promptly providing all relevant information, details and/or documents as may be necessary to enable us to comply with the same

### 4. Right to withhold payments or close Accounts:-

Any sum that may be payable by us the Bank to you the Customer shall be subject to all applicable laws, including any withholding tax requirement, foreign exchange restriction or control. You The Customer agrees and acknowledges that pursuant to the foregoing we may perform, or cause to be performed withholding of any monies payable to you the Customer, deposit any such monies into a sundry or other account and/or retain such monies pending determination of the applicability of such withholding tax requirement, foreign exchange restriction or control. We The Bank shall not be liable for any losses that may be incurred by reason of such withholding, retention or deposit.

### 5. Inconsistent terms:-

If there is any inconsistency between the terms herein and any other terms governing the relevant product and/or service, the terms herein shall prevail insofar as they relate to our compliance with tax, reporting and/or withholding requirements (including but not limited to the United States Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standard (CRS) as may be amended, superceded or replaced).