

Terms and Conditions governing Bulk DD / Payorder & Cheque Printing Services

1. DEFINITIONS:

In these terms and conditions (hereinafter referred to as “**Terms and Conditions**”), the following words and phrases have the meaning stated hereunder unless indicated otherwise:

“RBL Bank” or “the Bank” refers to Rbl Bank Limited, a company incorporated under the Indian Companies Act, 1913 and deemed to existing within the purview of the Companies Act 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at Shahupuri, Kolhapur, Maharashtra, India – 416 001 and controlling office at One Indiabulls Centre, Tower 2B, 6th Floor, 841, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013, which term shall include its holding company, subsidiary company, affiliate company, successors and assigns.

“**Account**” shall mean any bank account of the Client with RBL Bank or any other bank in India, which is designated as eligible account by RBL Bank for the Services.

“**Business Day**” refers to a day (other than Sunday or a public holiday) on which RBL Bank’s branches are generally open for business during normal banking hour.

“**Application**” shall mean application for availing of Services from RBL Bank in form and manner prescribed by RBL Bank.

“**Beneficiary**” shall mean such person whose name shall appear on the face of the Instrument / payment request as the payee.

“**Channels**” shall mean floppy, e-mail, branches, web interface of RBL Bank or interface installed at the Client’s server or other electronic communication method permitted by RBL Bank through which the Client may supply the requests for Instruments and the details of the Beneficiaries.

“**Client**” shall mean any Person having an Account or requesting for availing the Services through an Application, which Application has been accepted by RBL Bank.

“**Facility**” or “**Services**” shall mean cheque printing services offered by RBL Bank to the Client as more particularly described hereunder.

“**Instrument**” shall mean cheques, demand drafts, pay orders and any other instruments of similar nature in respect of which services are offered by RBL Bank.

“**Locations**” shall mean such locations where RBL Bank may provide the Services and as agreed in the Application.

“**Person**” shall mean and include individuals, company or corporation, trust, sole proprietorship, partnership firm and any other association of persons whether registered or not.

“**Website**” refers to www.rblbank.com, which is owned, operated and maintained by RBL Bank for inter alia offering its on-line services to its client.

2. APPLICABILITY

The Client shall make an Application to RBL Bank for use of the Facility. RBL Bank shall be entitled at its sole discretion to accept or reject the Application, without assigning any reason, as may be submitted by the Client. These Terms and Conditions form the contract between the Client using the Services and RBL Bank. By applying for or availing of the Facility, the Client acknowledges as having read, understood and accepted these Terms and Conditions. These Terms and Conditions will be in addition to and not in derogation.

3. FACILITY

3.1 Writing Client Cheques

To avail of this option, the Client should have an Account with RBL Bank. Under this option, RBL Bank would write at par cheques on behalf of the Client in accordance with the terms herein. The Client hereby agrees that RBL Bank, at the express request of the Client, shall print and affix the signature of the authorized signatory of the Client by mechanical facsimile / lithography process on the cheques to be issued to the Beneficiaries, for and on behalf of the Client, for such amounts in accordance with the details furnished by the Client. The Client further agrees that such affixing of signature through a mechanical facsimile/lithography process is proper, legal and valid and such Instruments on which such signature is affixed shall be fully binding on the Client. RBL Bank would prepare the cheques as per the master copy supplied to RBL Bank by the Client. The Client shall inform RBL Bank of any change or modifications of authorized signatories from time to time. RBL Bank will not be responsible in the event of failure or delay by the Client in furnishing timely or correct information of the changes or modifications of its authorized signatories to RBL Bank or documents as may be reasonably required by RBL Bank from time to time.

RBL Bank agrees to send or deliver the cheques, to the Beneficiaries as per the details provided by the Client for an additional Fee. RBL Bank shall be duly discharged of its obligations under the Facility upon posting or dispatch of the cheques to the persons concerned and shall not be liable for any loss or delay in receipt of the cheques. The Client shall be solely liable for maintaining sufficient funds in the Account to enable RBL Bank to provide facility of writing Client’s cheques.

The Client hereby agrees that RBL Bank has the limited responsibility of merely issuing the cheques for and on behalf of the Client as per details furnished to RBL Bank by the Client and the cheques so issued to the Beneficiaries shall be honored only if sufficient balance is available in the said Account and in accordance with the normal course of banking as if the cheques are issued by the Client itself.

In the event of non-availability of sufficient funds in the said Account, RBL Bank shall be entitled to dishonour the cheques at the sole risk and consequence of the Client including but not limited to any liability under Section 138 of Negotiable Instruments Act, 1881 and the Beneficiaries shall be entitled to any remedy whatsoever at the sole risk and expense of the Client.

The Client confirms that it has necessary authorization or shall obtain such authorization for availing the Services including but not limited to affixation of facsimile or mechanical signatures of the Client.

3.2. Demand drafts/Pay orders

Under this option, RBL Bank would issue drafts / pay orders payable to the Beneficiaries and dispatch them to the Client’s address or in the event if so requested by the Client, RBL Bank will dispatch the same to the address of the Beneficiaries as per the details provided by the Client.

It shall be the responsibility of the Client to ensure that entire amount of the said demand drafts/pay orders is available with RBL Bank on or before the date of issuance of the demand drafts/pay orders so as to ensure receipt of value issued before payment on behalf of the Client.

RBLBank will further make the payment on the demand drafts/pay orders drawn on Locations where RBL Bank has its branches. In the event of the demand drafts/pay orders being drawn on Locations in which RBL Bank does not have branches, RBL Bank reserves the right to route payment through any other bank.

4. SIGNATORIES

The Client shall, from time to time, furnish to RBL Bank, the specimen signatures of its authorised representatives who are authorised to execute/endorse instruments and receive or collect Instruments and provide instructions to RBL Bank on behalf of the Client.

5. FORCE MAJEURE

RBL Bank's obligations contained herein will be subject to any occurrence resulting in prevention from or delay or interruption in performing its obligations if such prevention, delay or interruption is due to force majeure event, [which would include any event beyond the reasonable control of RBL Bank, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, of any kind (including concerning the pick up agency or the correspondent banks), riots, insurrection, war or acts of government, loss of Instruments by the pickup agency/correspondent banks, changes in legislation and other allied acts of regulatory nature] then RBL Bank shall not be deemed to be in default so long as any such cause or the effect thereof persists (provided that this shall not prevent the accrual of interest on any outstanding amount which would have been payable but for this provision) and during a reasonable period thereafter within any such obligations capable of being fulfilled. RBL Bank shall not be liable for any action or claim, from any party, arising out of its inability to perform the obligations for the reasons stated herein.

6. COMMUNICATION

The Client agrees that RBL Bank may send information including data, statements and reports to the Client relating to the Facility via electronic mail to an address designated by the Client for that purpose in the Application. The Client recognizes that such information would be of a confidential nature and the information may be intercepted, read, modified or altered by any person during such transmission. The Client agrees that RBL Bank shall not be liable for any inaccuracy, error, interruption, delay in, or omission of any data or information or the transmission or delivery of such data or information nor will RBL Bank be liable for any error, omission or delay in the services provided by any internet service provider or any third party service provider on whose performance RBL Bank is dependent for transmitting such information or data. RBL Bank shall not be liable for damages, whether direct or indirect, arising out of such transmission including but not limited to any breach of confidentiality, loss of privacy, loss of data, business interruption, delay in delivery or any pecuniary loss.

The Client agrees and confirms that all transactions effected by or through the Channels for giving details and/or instructions to RBL Bank or otherwise communicating with RBL Bank in connection with the Facility or through other means of telecommunication as received by RBL Bank, shall constitute legally binding and enforceable transactions. RBL Bank shall be entitled to rely and act on any communication through the Channels, which originate or appear to originate from the Client and such actions shall be fully binding on the Client.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 The Client represents to RBL Bank that:
- (a) The Client has full power to perform its obligations in accordance with these Terms and Conditions and has taken all necessary action, including all internal and corporate approvals, for execution of the Application and availing of the Facility.
 - (b) Availing of the Facility from RBL Bank does not or shall not violate or conflict with any law applicable governing the Client and/or any regulatory requirements, any provision of the Client's constitutional documents, any order or judgment of any court or other

agency of government applicable to it or any of its assets or terms of any contract binding on or affecting it or any of its assets. Provided that the Client shall intimate RBL Bank of any change in any regulatory requirements, the effect of which may be to restrict or prohibit the provision of the Facility.

- (c) The Client shall be responsible for complying with all applicable laws and regulations (including guidelines issued by Reserve Bank of India from time to time) in connection with the Facility.
- (d) The Client shall be solely responsible for any acts, errors, omission or fraud on the part of its employees or agents.
- (e) There is not pending or, to its knowledge, threatened against the Client any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of these Terms and Conditions or its ability to perform its obligations.
- (f) All applicable information that is furnished in writing, by or on behalf of the Client, to RBL Bank is, as of the date of the information, true, accurate and complete in every material respect.

The Client hereby agrees that RBL Bank will not be liable for dishonor of any Instrument(s) issued by the Client or any third party or any consequences thereof by reason of delay or non-performance of the Facility, including consequences under Section 138 of the Negotiable Instruments Act, 1881. The Client shall be solely liable for ensuring availability of sufficient funds in the Account at all times for avoiding liability under Section 138 of the Negotiable Instruments Act, 1881.

The Client hereby irrevocably agrees to and consents that the Bank may disclose at any time and share with or in any manner make available to any agencies, bureaus, firms, associations, corporate bodies appointed by the Government/Government Agencies, banks & financial institutions any information about the Client where such disclosure is necessary under law or where there is a duty to the public to disclose such information or where the interest of RBL Bank requires such disclosure. Additionally, RBL Bank may disclose such personal and financial information about the Client that is in the public domain.

The Client agrees that RBL Bank may appoint an agent or agents on behalf of the Client to avail of the Facility.

8. TERMINATION OF THE FACILITY

The Client may discontinue or terminate use of the Facility hereunder by giving minimum 30 days prior written notice to RBL Bank provided that such termination shall not affect the Client's liability to fulfill and complete its obligations in connection with the Facility, including without limitation, liquidation of Instruments, payment of interest and services fees or charges, refunds to RBL Bank, etc.

The termination of the Facility shall not affect any accrued rights and liabilities of the Client and RBL Bank.

RBL Bank reserves the right to terminate or suspend the Facility, in whole or in part, forthwith, at any time without assigning any reason by notifying the Client either through its mail, fax or letter or other communication as it may deem fit. In case of a temporary withdrawal or suspension of the Facility, the privileges may be reinstated by RBL Bank with intimation to the client.

The occurrence at any time with respect to the Client of any of the following events constitutes an event of default and the Online Services may be terminated forthwith:-

- a) Failure by the Client to make, when due, any payment required to be made by it, and if such failure is not remedied on or before the third Business Day after notice of such failure is given to the Client;
- b) Failure by the Client to comply with or perform any obligation under the Terms and Conditions specified hereunder and if such

failure is not remedied on or before the 15th day after notice of such failure is given to the Client;

c) A representation made or deemed to have been made by the Client proves to have been incorrect or misleading in any material respect when made or deemed to have been made;

d) The Client:-

1) having a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

2) becoming insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due.

3) making a general assignment, arrangement or composition with or for the benefit of its creditors

4) Instituting or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceedings or petition:

a) Results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or

b) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;

5) Seeking or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or in respect of all or substantially all its assets;

6) Having a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;

7) Causing or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive);

8) taking any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

9. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

The copyright, trademarks, logos, slogans and service marks displayed on the Instrument, are registered and unregistered intellectual property rights of RBL Bank. Nothing contained on the Instrument should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any intellectual property displayed on the Instrument without the written permission of RBL Bank.

The Client is also advised that RBL Bank will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

Any breach of the restrictions on use provided in these Terms and Conditions is expressly prohibited by law, and may result in severe civil and criminal penalties.

RBL Bank shall be entitled to obtain equitable relief (including all damage, direct, indirect, consequential and exemplary) over and above all other remedies available to it, to protect its interests in intellectual property rights.

10. INDEMNITY

The Client agrees to indemnify, without delay or demur, RBL Bank and its agents and keep RBL Bank and its agent indemnified harmless at all times from and against any and all claims, damages, losses, costs, and expenses (including attorney's fees) which RBL Bank may suffer or incur, directly or indirectly, arising from or in connection with:

- **Any loss or misuse of Instruments or issuance by RBL Bank of duplicate demand drafts or pay orders or other Instruments;**
- **Defect in or absence of title of the Client or the Beneficiary under the Instruments or forgery or alteration of the Instruments;**
- Any Instruments are returned or are unpaid or any Instruments are dishonored;
- Non-compliance with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body;
- Any error, default, fraud, acts, omission, negligence or misconduct of the Client's employees or any agents;
- Any claim by any Beneficiary or third party in relation to any Instrument;
- Breach of any obligations, representations or warranties by the Client;
- Any inaccuracy, error or omission of any data, information or message as provided by the Client, or the transmission or delivery of any such data, information or message as provided by the Client;
- Any payment/s against counterfeit or forged Instruments;
- Any stop payment instructions by the Client;

All indemnities given by the Client to the Bank shall survive the termination of the Facility.

11. LIMITATION OF LIABILITY

RBL Bank shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message provided the same is not caused due to willful default and gross negligence of RBL Bank.

Under no circumstances shall RBL Bank, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, negligence, loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of Services or resulting from unauthorized access or alteration of transmissions or data or arising from suspension or termination of the Services or any inability of RBL Bank to receive instructions, directions, orders or other communications from the Client or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise.

12. AMENDMENT TO THE TERMS

Z> Bank has the absolute discretion to amend or supplement any of the Terms and Conditions with prior intimation to customer at any time and that Z> Bank will endeavor to give notice of the same by email or by displaying the amended Terms and Conditions or in any manner, it may deem fit, and such amended terms and conditions will thereupon apply to and be binding on the Client.

13. GOVERNING LAW

The provisions of these Terms and Conditions shall be governed by, and construed in accordance with Indian law and the courts at Mumbai shall have the exclusive jurisdiction in respect of the subject matter hereof.

Z>Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the Client hereby consents to that jurisdiction.

a. Any dispute, controversy or claims arising out of or relating to the Services or the breach, termination or invalidity of these Terms and Conditions, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

b. In the event of a dispute between the Client and RBL Bank or between the Client and an Affiliate with respect to any matter arising hereunder, an arbitrator shall be appointed by RBL Bank.

c. The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Mumbai.

d. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.

e. The award of the arbitrator shall be final and conclusive and binding upon the Parties.

14. AGENTS

The Client authorizes Z> Bank to appoint agents e.g. courier agents, correspondent banks for rendering Services to the Clients.

15. RELATIONSHIP BETWEEN PARTIES

The Parties agree that no joint venture, partnership, employment, or agency relationship exists between them as a result of availing the Services. All Transactions shall be entered into by the Client as principals and RBL Bank shall have no fiduciary duty towards the Client whatsoever notwithstanding that there may be an existing relationship between the Parties.

16. NOTICES

RBL Bank and the Client may give notices in writing by delivering them by hand or by sending them by post to the last address given by the Client and in the case of RBL Bank to the below mentioned address.

Rbl Bank Limited
One Indiabulls Centre, Tower 2B,
6th Floor, 841, Senapati Bapat Marg,
Lower Parel (West), Mumbai 400 013

(Clients Name & Address for sending Notice)

In addition, RBL Bank may also publish notices of general nature on its Website, which are applicable to all Clients. Such notices shall have the same effect as a notice served individually to each Client.

17. SEVERABILITY

Any provision of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of these Terms and Conditions or affect such provision in any other jurisdiction.

18. CHARGES/FEEES

The Client shall be liable to pay fees and charges for the Facility as specified in the Fee Structure by RBL Bank. The Client shall be solely responsible for the payment of all past, present and future central, state and local levies, direct/indirect taxes, duties fines, penalties and charges (including without limitation service tax, sales taxes, value added taxes, excise duties and customs duties, if any), by whatever name called, as may become due and payable in relation to the Facility. RBL Bank is entitled to recover the charges/fees by adjusting the same against the collection proceeds or other funds belonging to the Client or by debit to the Account under the Facility.

Failure to pay the charges/fees (including applicable taxes) on or before the specified date will render the Client liable for payment of interest at such rate as may be stipulated by RBL Bank.

19. NON-TRANSFERABILITY

The Facility is not transferable under any circumstance and shall be used only by the Client.

20. ASSIGNMENT

The Client shall not assign its rights or obligations under the Facility to any person. RBL Bank may assign its rights and/or obligations hereunder, at any time, to any person without notice to the Client.

21. WAIVER

No failure or delay by RBL Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies of RBL Bank hereunder are cumulative and not exclusive of any rights or remedies available in law.

22.. FURTHER ASSURANCES

In connection with the Facility, the Client agrees to execute and deliver such additional documents and perform actions as may be necessary or reasonably requested by RBL Bank to carry out or evidence the transactions/services carried out or contemplated under the Facility.

23. THIRD PARTY RIGHTS:

A person who is not a party to these Terms and Conditions (other than a person specifically authorised by RBL Bank) shall have no right to enforce them.

24. SURVIVAL OF OBLIGATIONS:

The obligations of the Parties under these Terms and Conditions shall survive the termination of any transaction.

25. REMEDIES CUMULATIVE:

Except as provided in these Terms and Conditions, the rights, powers, remedies and privileges provided in these Terms and Conditions are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

26. NO WAIVER OF RIGHTS:

A failure or delay in exercising any right, power or privilege in respect of these Terms and Conditions will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

27. SEVER ABILITY:

If any provision or condition of these Terms and Conditions shall be held to be invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and these

Terms and Conditions shall be carried out as if any such invalid or unenforceable provision or condition as not contained herein.

28. HEADINGS:

The clause headings in these Terms and Conditions are only for convenience and do not affect the meaning of the relative term.

29. LEGALITY OF THE TERMS AND CONDITIONS:

RBL Bank's performance of these Terms and Conditions is subject to existing laws and legal process, and nothing contained in these Terms and Conditions is in derogation of RBL Bank's right to comply with governmental, court and law enforcement requests or requirements relating to the use of this Website by the Client or information provided gathered by RBL Bank in respect of such use.

30. BANK'S LIEN:

RBL Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Client's account(s), whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Services extended to and/ or used by the Client.

31. DISCLAIMER

RBL Bank shall use best efforts in providing Facility to the Clients. All arrangements are exclusive of intervening Bank Holidays and Sundays for clearing purposes i.e. on a working day basis only and the Client unconditionally agrees and understands that the credit to the Client or payout on behalf of the Client would be made after considering the intervening bank holidays after deposit of Instrument. The entries in RBL Bank's books as well as in the correspondent bank's books kept in the ordinary course of business of the Bank with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the Client unless in the event of there being any patent mistake or error therein.

RBL Bank shall not be liable for any non-compliance of any applicable rules and regulations by the Client in connection with the Facility. RBL Bank makes no express or implied warranty with respect to the Facility. RBL Bank makes no warranty that (i) the Facility will meet all the requirements of the Client; or (ii) the Facility will be uninterrupted or timely. The Client shall not hold RBL Bank responsible for any breakdown/interruption/delay/failure or any technical flaw in the Website, Internet or the related services provided by Internet service providers or other telecommunication service providers and / or any consequent delay or failure in completion of any request / instruction submitted by the Client.

RBL Bank shall not be liable for any fraud, misconduct, act, omission or negligence of the agents or correspondent banks appointed by RBL Bank or the Client for the purpose of the

Services hereunder. Until the Instruments are delivered to RBL Bank at the branch office and duly acknowledged by an authorized representative of RBL Bank, the Client shall be solely responsible for safekeeping and security of the Instruments.

32. ACCEPTANCE:

I / We have read and understood the above Terms & Conditions. I/We agree to these Terms & Conditions and hereby sign our acceptance.

Account Number:

Account Name : _____

Client Name (if Different from account name) : _____

Authorised Signatory 1 (Sign) : _____

Authorised Signatory 1 (Name): _____

Authorised Signatory 2 (Sign) : _____

Authorised Signatory 2 (Name): _____

Authorised Signatory 3 (Sign) : _____

Authorised Signatory 3 (Name): _____

Date:

Place: _____