

Combined Terms & Conditions for Internet Banking & Cheque Printing

DEFINITIONS:

1. **Account** refers to the Customer Savings and/or Current Account and/or Fixed Deposit or any other type of account so designated by RBL Bank to be eligible account(s) for availing Services.
2. **Beneficiary** shall mean the persons/ entity identified by the Customer in whose favour the payment instructions is given through Internet Banking or such person whose name shall appear on the face of Instrument/ payment request as the payee, as the case may be.
3. **Channels** shall mean floppy, e-mail, branches, web interface of RBL Bank or interface installed at the Customer's server or other electronic communication method permitted by RBL Bank through which the Customer may supply the requests for Instruments and the details of the Beneficiaries.
4. **Cheque Printing Services** refers to services of RBL Bank to issue cheque at the express request of the Customer in accordance with the Terms herein.
5. **Confidential Information** refers to the information obtained by the Customer through Rbl Bank for availing various services.
6. **Customer** refers to Customer named in the Application Form and shall, where the context requires, include any authorized representative of the Customer and authorized by RBL Bank to avail Services.
7. **Internet Banking Services** are RBL Bank's services which provide access to account information, products and other services (including transaction of financial and non-financial in nature) as advised by RBL Bank from time to time to the customers through the Website of RBL Bank.
8. **Instruction** means any request or instruction that is received from the customer by RBL Bank through Internet Banking services.
9. **Instrument** refers to cheques, demand drafts, pay orders and any other instrument of similar nature in respect of which Services are offered by RBL Bank.
10. **Personal Information** refers to the information about the Customer obtained by Rbl Bank in connection with the Service.
11. **RBL Bank** refers Rbl Bank Limited, a company incorporated under the Indian Companies Act, 1913 and an existing company within the purview of the Companies Act, 1956 / Companies Act, 2013 and registered with the Reserve Bank of India as Scheduled Commercial Bank and having its registered office at Shahupuri, Kolhapur – 416 001 and administrative office at "MAHAVEER", Market Yard, Kolhapur – 416 005 which expression shall, unless it is repugnant to the subject or context thereof, include its successors and assigns).
12. **Service** refers to Cheque Printing Services and Internet Banking Services collectively.
13. **Terms** shall mean these terms and condition and/or the terms and conditions posted on Rbl Bank Website from time to time.
14. **Third party product** refers to any product and/or service of third party which is offered by or through the intermediary of Rbl Bank.

15. **User ID** means a short collection of characters and/or numerals to be used for identifying the Customer along with the password.
16. **Website** refers to www.rblbank.com, which is owned, operated and maintained by RBL Bank for inter alia offering Services to its Customers.

APPLICABILITY OF TERMS:

- By applying for Services and/ or accessing the Service the Customer acknowledges and accepts these Terms and it forms the contract between the Customer and Rbl Bank. Any conditions relating to the accounts of customer other than these Terms will be in addition to and not in derogation.

APPLICATION FOR SERVICES:

- RBL Bank may offer Service to selected customers at its discretion. The customer would need to be Internet User or have access to the Internet. RBL Bank may advise from time to time the Internet software such as Browser, which are required for availing Services without any obligation on the part of RBL Bank to provide such Internet software.

INTERNET BANKING SERVICES

- RBL Bank shall endeavor to provide to the Customer through Internet Banking services such as inquiry about the balance in his/her account(s), details about transactions, statement of account, request for issue of cheque-books, request for transfer of funds between accounts of the same Customer and other accounts and many other facilities as Rbl Bank may decide to provide from time to time. Rbl Bank at its sole discretion may also make additions/deletions to the Internet Banking Services being offered without giving any prior notice. The availability /non-availability of a particular service shall be advised through the web page of Rbl Bank or written communication or any other mode as Rbl Bank thinks fit. The Customer would be allotted a User-id and a password (to be used at the time of login) by Rbl Bank in the first instance.
- As a safety measure the Customer shall change the password as frequently as possible. In addition to User-id and Password the RBL Bank may, at its discretion, advise the Customer to adopt any other means of authentication including but not limited to smart cards, One Time SMS Password, Digital Tokens, Third Party Certificates etc.

CHEQUE PRINTING SERVICES

- **Writing Client Cheques**

- i. To avail of this option, the Customer should have an Account with RBL Bank. Under this option, RBL Bank would write at par cheques on behalf of the Customer in accordance with the Terms herein. The Customer hereby agrees that RBL Bank, at the express request of the Customer, shall print and affix the signature of the authorized signatory of the Customer by mechanical facsimile / lithography process on the cheques to be issued to the Beneficiaries, for and on behalf of the Customer, for such amounts in accordance with the details furnished by the Customer. The Customer 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 Customer. RBL Bank would prepare the cheques as per the master copy supplied to RBL Bank by the Customer. The Customer 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 Customer 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.
- ii. RBL Bank may agree to send or deliver the cheques, to the Beneficiaries as per the details provided by the Customer for an additional fee. RBL Bank shall be duly discharged of its obligations 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 Customer shall be solely liable for maintaining sufficient funds in the Account to enable RBL Bank to provide facility of writing Customer's cheques.
- iii. The Customer hereby agrees that RBL Bank has the limited responsibility of merely issuing the cheques for and on behalf of the Customer as per details furnished to RBL Bank by the Customer and the cheques so issued to the Beneficiaries shall be honoured 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 Customer itself.
- iv. 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 Customer 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 Customer.
- v. The Customer 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 Customer.

- **Demand drafts/Pay orders**

- Under this option, RBL Bank would issue drafts / pay orders payable to the Beneficiaries and dispatch them to the Customer's address or in the event if so requested by the Customer, RBL Bank will dispatch the same to the address of the Beneficiaries as per the details provided by the Customer.
- It shall be the responsibility of the Customer 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 Customer.
- RBL Bank 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.
- The Customer 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 Customer.

USER-ID AND PASSWORD

- **The Customer shall:**

- Keep the User-id and password totally confidential and not reveal them to any third party.
- Create a strong password and shall consist of a mix of alphabets, numbers and special characters which must not relate to any readily accessible personal data such as the Customer's name, address, date of birth, telephone number, vehicle number, driver license etc. or easily guessable combination of letters and / or numbers;
- Commit the User-id and password to memory and not record them in a written or electronic form; and
- Not let any unauthorized person have access to his computer or leave the computer unattended while using Services.
- Not disclose/reveal his/her personal or confidential information to anyone over email/SMS/phone call even if it's purportedly from RBL Bank. RBL Bank or any of it's representatives will never send you emails/SMS or call you over phone to seek your personal information like User-id, passwords, One Time SMS passwords etc.

- In the event of forgetting of User-id and/or password or expiry/disability of password(s), Customer can request for change of the password by sending a written request to Rbl Bank.
- The selection of a new password and/ or the replacement of User-id shall not be construed as the commencement of a new contract.
- In the event of the authorised signatory of the Account leaving the employment of the Customer, or his entitlement limits being changed, the Customer shall be responsible for informing RBL Bank. After validating the request by the Customer in this regard, RBL Bank will accordingly amend/remove the rights of the said authorised signatory in relation to the Account.
- Locking of User ID
 - Internet Banking Password / User ID shall get locked after a number of incorrect attempts, up to such number (at present 3 failed attempts) as may be decided by the Bank from time to time. The same shall be available on the next day. In case of emergency, the User ID / password can be unlocked through the branch.
- Deactivation of User ID
 - RBL Bank has the discretion to deactivate a User ID, if the same has not been used for a period defined by Rbl Bank. Also the RBL Bank has the right to deactivate the Services of a Customer due to unsatisfactory behavior in the account.

CYBER CRIME

- The Internet per se is susceptible to various cyber crimes like phishing, vishing (Voice phishing), SMSing (phishing through SMS), compromise of Customer's system security etc., that could affect Payment Instructions / other instructions to the Bank. Whilst the Bank shall endeavor to protect the interest of the customers, there cannot be any guarantee from such cyber crimes. The Customer shall separately evaluate all such risks and the Bank shall not be held responsible for the losses arising out of such cyber crimes.

ACCOUNTS IN THE NAME OF MINORS.

- In case of accounts opened for and on behalf of minors, the Internet Banking facility shall not be made available to the minor. The natural guardian of the minor shall be permitted to use Internet banking with only 'Limited Transaction' rights.

ERRORS OF OMMISION & COMMISSION

- The filling in of applicable data for transfer of funds and/or issue of Demand Drafts, cheques would require proper, accurate and complete details.

- In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts or the Demand Drafts/ Cheques may be incorrectly issued or sent to a wrong address and there is no guarantee of recovery of the same thereafter.
- The Customer shall therefore take all care to ensure that there are no mistakes and errors and that the information given by him/her to Rbl Bank in this regard is error free, accurate, proper and complete at all points of time. The Customer agrees to indemnify Rbl Bank from any loss due to an error on his/her part. As per RBI instructions credit will be effected based solely on the Beneficiary account number information and the Beneficiary name particulars will not be used there for. On the other hand in the event of the Customer's account receiving an erroneous credit by reason of a mistake committed by some other person or for any other reason, Rbl Bank shall be entitled to reverse the erroneous credit at any time whatsoever without his/her consent. The Customer shall be liable and responsible to Rbl Bank and accede to accept Rbl Bank 's instructions without questions for any unfair or unjust gain obtained by him/her as a result of the same.

TECHNOLOGY RISKS

- The site of Rbl Bank may require maintenance and during such time it may not be possible to process the request of the Customer. The Customer understands that the RBL Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by Rbl Bank to honor any Customer's instruction for whatsoever reason.

JOINT ACCOUNTS

- In case of a joint account, the reference in these Terms to 'Customer' shall be deemed to mean all and each of the joint account holders. All the Customers shall be bound by these Terms and be jointly and severally liable for all the transactions and dealings effected by using the services.

LIMITS

- The Customer is aware that Rbl Bank may from time to time, at their discretion, impose maximum and minimum limits including daily limits on transfer of funds that may be transferred.

CHARGES

- Rbl Bank at its discretion from time to time may specify charges for usage of Services and/or additional charges for selected services and any further changes in the charges/fees shall also be notified on the above sites.

MAINTENANCE OF SUFFICIENT BALANCE

- Customer shall ensure that there are sufficient funds (or drawing power for credit facilities) in any Account for transactions through the Internet Banking, and Rbl Bank 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 RBL Bank shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to Customer and the Customer shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related to costs and charges at the rates as may be determined by Rbl Bank. RBL Bank may, at its discretion, levy penal charges for non- maintenance of the minimum balance. RBL Bank may withdraw the provision of Internet Banking, 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 the Customer and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

RIGHT TO SET OFF AND 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 account(s) held by Customer(s) or in any other account, whether in single name or joint names to the extent of all outstanding dues, whatsoever arising as a result of the Services extended to and/or used by the Customer.

FUNDS TRANSFER

- The Customer shall not use or attempt to use Services for funds transfer without sufficient funds in the relative Account or without a pre-existing arrangement with Rbl Bank for the grant of an overdraft. RBL Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the control of Rbl Bank.

FUNDS TRANSFER TO OTHER ACCOUNTS/VISA CARDS

- The Customer accepts that he/she/it will be responsible for keying in the correct account number/other particulars of the beneficiary for the funds transfer request. In no case, RBL Bank will be held liable for any erroneous transactions incurred arising out of or relating to the Customer entering wrong/ incorrect/ incomplete account number, information of the Beneficiary and/or any other particulars.
- If funds transfer is made available to the Customer, it may be used for transfer of funds between Customer's own accounts and/or from Customer account to accounts belonging to third parties maintained at Rbl Bank and/or at other Banks. In the event, such transfer of funds is 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, the same shall be governed by the terms and conditions applicable to National Electronic Fund Transfer ("NEFT") and Real-Time Gross Settlement System ("RTGS") of the Reserve Bank of India.

BILL PAYMENTS

- The Customer agrees and accepts the Internet Banking services as provided by Rbl Bank at his/her requests to carry out his/her bill payments through Internet Banking services of Rbl Bank as made available to him/her from time to time.
- If the bill amount exceeds the maximum limit set up by the Customer for "Auto Pay", the bill will be set for manual payment.
- The Customer has to provide correct identification details as registered with the biller. In case of any change in the identification details, it is the Customer's responsibility to register the changes immediately. Any dispute on bill details will be settled directly by the Customer with the Biller and Rbl Bank's responsibility is limited to provision of information only.
- The Customer further agrees that it shall solely be the Customer's responsibility to schedule payments prior to the due date of the bill. In the event of late payment, the Customer shall be liable for late payment charges and other consequence as may be enforced by the Biller. The Customer has no objection whatsoever to the billing company providing his/her billing details to Rbl Bank.

MERCHANT PAYMENTS

- RBL Bank provides the facility of payment for transactions executed on Internet through different sites. RBL Bank will execute such transactions and will be responsible for transferring the amount debited from the Customer's account to the Service /merchants' account. RBL Bank shall not be held responsible for failure of such transactions. In no event shall Rbl Bank be held responsible/liable for any informational content provided on any such site or for any deficiency in the services/products offered by such sites.

COMMUNICATION

- The Customer agrees that RBL Bank may send information including data, statements and reports to the Customer relating to the Services via electronic mail to an address designated by the Customer. The Customer 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 Customer 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 Customer 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 Services 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 Customer and such actions shall be fully binding on the Customer.

STANDING INSTRUCTIONS

- The Customer can set 'Standing Instructions' or 'Schedule Payments' as on a required date i.e. the date on which the Customer's account shall get debited in the functionality where it is available. If the Customer wishes to modify / cancel this 'Standing Instruction / Scheduled Payments', the same should be done at least 1 (One) day prior to the schedule date. The Bank will endeavor to modify / cancel the same on a best effort basis.

TRANSACTION PROCESSING TIME

- Instantaneous Transactions: All the instructions for instantaneous transactions received before the cut off time of the specified transaction, as set by RBL Bank, will be given effect instantaneously unless received after the cut off time of the specified transaction.

- Non-Instantaneous Transactions: While In respect of Non-instantaneous transactions and transactions requiring manual intervention, Rbl Bank would endeavor to give effect to such transactions at the earliest: E.g.: Demand Draft Request etc.

DOCUMENTS REQUIRED FOR TRANSACTION PROCESSING

- The Customer shall provide such information and / or documents as Rbl Bank may from time to time reasonably request for the purposes of providing Services.
- RBL Bank shall not be required to act on the request until it receives requisite documentation / information (as prescribed /informed by Rbl Bank) from the Customer.
- RBL Bank may refuse to act on the documents if it believes that it has not been properly authorised by the Customer and/ or it is inconsistent, unclear, incomplete, deficient or contrary to the law or policy of RBL Bank.

AUTHORITY TO RBL BANK

- The Customer irrevocably and unconditionally authorizes RBL Bank to access all his/her account(s) for effecting banking and other transactions performed/ requested by the Customer through the Services.
- RBL Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

ACCURACY OF INFORMATION

- The Customer is responsible for the correctness of information supplied to RBL Bank. RBL Bank accepts no liability for the consequences arising out of erroneous/incomplete/incorrect/misleading information supplied by the Customer.
- If there is an error in the information supplied by the Customer to Rbl Bank, the Customer shall advise Rbl Bank at the earliest. RBL Bank will endeavor to correct the error wherever possible on a 'reasonable efforts' basis.
- The Customer undertakes to advise the Bank at the earliest if he/ she observe an error in the account information supplied to him/her by RBL Bank. RBL Bank, without any liability on its behalf, will endeavour to correct the error promptly.

LIABILITY OF CUSTOMER

- The Customer shall be liable for non-compliance of any or all of these Terms and any other terms / conditions etc. imposed by RBL Bank with regard to the use of Services.
- The Customer shall be liable for payment of financial charges as decided by Rbl Bank or will result in suspension of Services for Illegal or improper use of the Services.

- The Customer shall be solely responsible for any loss or damage caused or suffered by the Customer due to disclosure of information of confidential nature whether by voluntarily, accidentally or by mistake.

LIABILITY OF RBL Bank

- RBL Bank shall not be liable for any unauthorized transactions in the account(s) through the use of Services which can be attributed to the fraudulent or negligent conduct of the Customer.
- RBL Bank shall not be liable to the Customer for any direct or indirect damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on investment or any other loss of any character or nature whatsoever and whether sustained by the account holder(s) or any other person, if Services are not available in the desired manner for reasons including but not limited to natural calamity, fire and other natural disasters, legal Restraints telecommunication network or Internet or network failure ,software or hardware error or any other reasons beyond the control of Rbl Bank.
- RBL Bank shall endeavor to take all possible steps to maintain secrecy and confidentiality of the Customer's account(s)/information but shall not be liable to the account holder(s) for any damages whatsoever caused on account of breach of secrecy/confidentiality due to reasons beyond the control of Rbl Bank.
- RBL Bank, for valid reasons, may refuse to execute any instructions placed by the Customer.
- RBL Bank will in no way be held responsible or liable for delay, failure and/or untimely delivery of SMS password and/or SMS Alerts due to but not limited to network congestions, network failure, systems failure or any others reasons beyond the reasonable control of Rbl Bank or its service provider(s).
- Customer shall at all times be solely responsible in the event of any compromise/misuse/ unauthorised use of the Internet Banking Services and shall not claim for any losses/transaction made by using the Internet Banking Services on the website of RBL bank. The Customer, understands the risk of availing any increased limits and shall not hold RBL Bank responsible for any fraudulent transaction that may be done vide the Internet Banking Services of RBL Bank, including due to compromising of login credentials of any of the employees, directors, authorized users/officials of the Customer.

INDEMNITY

In consideration of RBL Bank providing the Customer the Services, the Customer agrees to indemnify, hold harmless and defend RBL Bank and its affiliates against any loss and damages that may be caused from or relating to:

- Breach of any terms and conditions mentioned herein;
- Improper/ illegal/ unauthorised use of the Services by the Customer;

- Any claims made by third parties arising from issues related to any failure, delay or interruption of the Services or otherwise;
- The use of Services in any manner which violates the terms and conditions or otherwise violates any law, rule, conditions or regulation;
- Any inaccuracy, error or omission of any data, information or message as provided by the Customer;
- Any error, default, fraud, acts, omission, negligence or misconduct of the Customer's employees or its agents;
- 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 Customer or the Beneficiary under the Instruments or forgery or alteration of the Instruments.
- Increased transaction limits, availed on the Internet Banking Services.

All indemnities given by the Customer to RBL Bank shall survive the termination of the Services.

AMENDMENTS

- RBL Bank may, at its sole discretion, to amend or supplement any of these Terms at any time, without prior notice. However, RBL Bank will endeavor to notify the changes by posting it on the Website or through advertisement or any other means as the RBL Bank may deem fit.

NON-TRANSFERABILITY

- The grant of facility of Services to a Customer is non-transferable under any circumstances and shall be used by the Customer only.
- However, RBL Bank, at its sole discretion, may transfer, assign or sell all its rights, benefits or obligations to any person under these Terms and / or Services.

CONFIDENTIALITY

- RBL Bank shall endeavor to take all possible steps to maintain secrecy and confidentiality of Customer account(s)/information but shall not be liable to the Customer for any damages whatsoever caused secrecy/confidentiality due to reasons beyond the control of the RBL Bank.

- However, the Customer authorizes Rbl Bank to disclose or share information relating to his / her accounts:
 - i. to any agent, contractor or third party service provider who provides services to Rbl Bank in connection with the operation of its business;
 - ii. in respect of the Customer's application for Third Party Product, to the relevant third party provider to the extent necessary for the purpose thereof;
 - iii. where RBL Bank is obliged to comply with the orders of courts, government agencies or other lawful authorities; and
 - iv. where Rbl Bank reasonably thinks it necessary in order to give effect to any Instruction or generally to enable Rbl Bank to provide the services.

- Further, notwithstanding anything contained herein, RBL Bank shall be entitled to use the name of Customer, in any advertising, marketing or publicity program / material without the prior written approval from the Customer.

PROPRIETARY RIGHTS

- RBL Bank shall make reasonable efforts to advise from time to time the Internet software such as browsers which are required for availing of Services.
- The Customer acknowledges that the software underlying the Services as well as other Internet related software which are required for accessing Services are the exclusive property of Rbl Bank and / or the respective vendors. No right, title or interest other than the right to access the Information and the Reports subject to these Terms is conveyed or transferred to the Customer.
- The Customer shall not modify, translate, disassemble, decompile or reverse engineer the software underlying Services or create any derivative product based on the software.

INTELLECTUAL PROPERTY RIGHTS

- The copyright, trademarks, logos, slogans and service marks displayed on the Website are intellectual property rights (registered or unregistered) of RBL Bank or of respective intellectual property right owners. Nothing contained on the Website(s) should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any intellectual property displayed on the Website.
- Any breach of the restrictions on use provided in these Terms is expressly prohibited by law, and may result in severe civil and/ or criminal penalties. Notwithstanding anything contained above 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 intellectual property right therein.

DISCLAIMER ON THE INFORMATION TECHNOLOGY ACT 2000

- In accordance with the RBI guidelines, RBL Bank has adopted the mode of authentication of the Customer by means of verification of the User ID and or through verification of password or through any other mode of verification as may be stipulated at the discretion of RBL Bank. The Customer agrees that the transactions carried out by the aforesaid mode shall be valid, binding and enforceable against the Customer and shall not be entitled to raise any dispute questioning the transactions.

DISCLAIMER ON ANTI VIRUS UPDATE

- The Customer needs to get his/ her PCs/laptops scanned on a regular basis and be updated with the latest antivirus software available. RBL Bank shall not be responsible in case of any data loss or theft or damage due to the virus transmitted in the PCs/laptops through the usage of Services.

DISCLAIMER REGARDING THIRD PARTY LINKS

- RBL Bank's Website may contain hyperlinks to websites not controlled by it and such hyperlinks do not imply any endorsement, agreement on, or support of the content, products services of such websites by RBL Bank unless otherwise expressly stated by Rbl Bank.
- RBL Bank shall not be liable, in any nature whatsoever, for the any damages or losses incurred or suffered by the Customer arising out of or in connection with use of such link or website.

TERMINATION OF INTERNET-BANKING SERVICES

- The Customer may request for suspension or termination of the Services facility any time by giving a 30 day advance written notice to RBL Bank. The Customer shall remain responsible for transactions made on his/her account(s) prior to the time of such suspension or termination of the Services.

- RBL Bank may at its sole discretion, at any time without giving notice or reasons suspend or terminate all or any of the Services offered by RBL Bank or their use by the Customer.

FORCE MAJERURE

- RBL Bank shall not be liable for delay in performing or failure to perform any of its obligations under these Terms which is caused by Force Majeure. Events i.e. circumstances beyond its reasonable control. Force Majeure event includes, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, natural calamities, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving Rbl Bank's employees or those of a third party).
- Any delay or failure of this kind will not be deemed to be a breach of these Terms or deficiency in Services.

NOTICES

- Notices under these Terms may be given by RBL Bank and by Customer in writing, by delivering them by hand or by sending them by post / reputed Courier/ facsimile to the last address given by Customer and in the case of Rbl Bank to the following address: Rbl Bank Limited, 6th Floor, Tower 2, One Indiabulls Centre 841, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400 013
- In addition to that RBL Bank may also publish notices of general nature in a newspaper or its Website or through email, SMS, public notification at Branches, radio, TV etc. Such notices will have the same effect as notice served individually to each Customer.

GOVERNING LAWS

- These Terms and / or the use of Services shall be governed by the laws of the Republic of India.

JURISDICTION

- All claims, matters or disputes arising out of the use of Services shall be subject to the exclusive jurisdiction of the Courts in Mumbai (India).
- However, RBL Bank may in its absolute discretion commence any legal or quasi-judicial action or proceedings arising out of these Terms and / or the use of Services in any other court, tribunal or other appropriate forum, and the Customer hereby consents to that jurisdiction.

Disclaimer of Warranties

- RBL Bank expressly disclaims all warranties whether express or implied or statutory, including, but not limited to the implied warranties if uninterrupted, error-free, timely or secure performance of the Internet Banking system.

Internet Banking Records

- The statement of account/ report will be available to the Customer on the Internet banking system for verification of records. The Customer shall within a period of 7 (Seven) days from date of transaction report any discrepancy. The Customer is not entitled to dispute the correctness of the execution of the transaction or the amount debited to its account if Customer fails to report the discrepancy within the aforesaid prescribed period.
- All reports generated by RBL Bank arising out the Customers transaction including but not limited to the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction.
- The Customer agrees not to object to admission of RBL Bank records in any sort of legal proceedings because such records are not in writing or are documents procured by a computer.
- RBL Bank is permitted to utilise all information received by it from customer as evidence against the customer before any competent Court of Law or Judicial or Quasi Judicial Authority or Tribunal or any other statutory or government authority.