

Terms and Conditions for Internet Banking Service

1. Definitions: The following words and expressions shall have the corresponding meanings wherever appropriate.

Bank	Shall mean Bhagini Nivedita Sahakari Bank Ltd., Pune
Account	Shall mean account at the bank which has been registered for Internet Banking facility.
Customer	Shall mean the holder of an Account in Bhagini Nivedita Sahakari Bank Ltd., Pune
IBS	Shall mean Internet Banking Service provided by the Bank.
Mobile Phone Number	Shall mean the Mobile number that has been registered by the customer with the Bank
Email ID	Shall mean the Email Id that has been registered by the customer with the Bank.
Bank's website	Shall mean www.bhagininivedita.bank.in
PIN	Shall mean the Personal Identification Number (password) for the Internet IBS.
Registration	Shall mean generation of User ID and PIN.
OTP	Shall mean One Time Password, which will get generated by the application.
Parties	Party to this terms and conditions shall collectively be mentioned as Parties

This document is published in adherence to Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011, which mandates the publication of rules, regulations, privacy policy, and user agreement for access or usage. It shall be construed strictly in accordance with these provisions, and any interpretation shall favor the bank's intent to comply with applicable laws, thereby reducing the bank's liability to the minimum extent permitted by law.

2. Representations and Warranties

By agreeing to these terms and using the IBS, the Customer represents and warrants that:

- a) They have the legal capacity to enter into this agreement.
- b) All information provided to the Bank is true, accurate, and up-to-date.
- c) They will use the IBS only for lawful purposes and in compliance with all applicable laws and regulations.
- d) They will not use the IBS for any fraudulent or malicious activities.
- e) They have taken necessary precautions to prevent unauthorized access to their IBS account.

The Bank relies on these representations and warranties in providing the IBS to the Customer.

3. Applicability of Terms and Conditions

These Terms and Conditions, alongside any applications made by the Bank and accepted by the Customer, constitute a binding contract between the Customer and the Bank. This contract is subject to additional terms agreed upon with other service providers assisting the Bank in offering the Facility. It complements, without derogating from, any other terms and conditions governing Bank Internet Banking, the Account, and/or any other product/services provided by

the Bank and its Affiliates. By applying for, accessing, or using the Facility, the Customer, including Authorized Users, unequivocally acknowledges and accepts these Terms and Conditions in their entirety, thereby waiving any right to contest their applicability or the extent of their acceptance. Furthermore, the Bank reserves the right to modify these Terms and Conditions at any time, with such modifications becoming effective upon posting to the Bank's website or direct communication to the Customer, whichever occurs first. The continued use of the Facility by the Customer or any Authorized User after any such modifications shall constitute an acceptance of the revised Terms and Conditions.

4. General Business Rules Governing Internet Banking Service:

The Service will be available to Customers having a Savings/Current/Cash Credit account with the Bank.

- a) The Bank sets a daily transaction limit for each Customer, subject to change at the Bank's sole discretion or in accordance with the regulation. Customers will be notified of any changes to this limit through the Bank's official communication channels.
- b) Entering an incorrect PIN three times will result in an automatic block of the IBS facility for the day to protect customer accounts against unauthorized access. This security measure is non-negotiable, and the Bank bears no liability for inconvenience or loss due to account access being temporarily blocked. Any change in the business rules of any of the processes will be notified on Bank's website www.bhaginivedita.bank.in which will be construed as sufficient notice to the Customer.
- c) For joint accounts operating under 'either or survivor' mode, any holder is authorized to use the Service, with transactions binding all joint holders jointly and severally. Changes in account operation mode must be communicated to and acknowledged by the Bank for application modifications. Accounts with minors are ineligible for IBS.
- d) The Bank retains absolute authority to decline any Customer's IBS request without disclosure of reasons, ensuring adherence to regulatory and risk management policies.
- e) Customers may terminate the Facility through a branch visit or via their registered application. Customers are liable for transactions prior to the Bank's acknowledgment of termination. The Bank may, at its discretion, withdraw or terminate the Service at any time without notice, for reasons including but not limited to maintenance, security concerns, or regulatory compliance. The Bank is not liable for losses/damages arising from service suspension or termination.
- f) Services under IBS will cease if the primary account is closed. The Bank may also suspend or terminate services without notice for breach of terms, or upon the Customer's death, subject to regulatory compliance and risk management considerations.
- g) To protect customer security, the application will automatically log out after a period of inactivity, specified by the Bank and subject to change.
- h) OTPs sent for authentication purposes are valid for a limited duration, as determined by the Bank, to ensure secure transactions.

5. Usage of facility:

By accepting the terms and conditions while registering for the service, the customer:

a) **Agreement to Use IBS**

By registering for the service, the customer unequivocally agrees to utilize IBS for both financial and non-financial transactions as made available by the Bank and irrevocably authorizes the Bank to debit any account(s) enabled for IBS for all transactions/services conducted using PIN and User ID.

b) **Authorization for Data Mapping**

The customer authorizes the Bank to associate the account number, User ID, and mobile phone number to facilitate the operation of the service and agrees that the Bank may store this mapping data on its own servers or any other secure location. The Bank may utilize such data at its discretion to offer or enhance further banking/technology products.

c) **Acceptance of Transaction Validity**

The customer acknowledges and accepts that the facility allows transactions post-login using the User ID and PIN within limits set by the Bank. All transactions shall be considered valid and bona fide.

d) **Non-retractability of Transactions**

The customer agrees that transactions initiated using Internet banking are final and non-retractable as they occur in real-time/instantaneously.

e) **Use of Registered Mobile Phone**

The customer commits to using the service exclusively on a mobile phone that is duly and legally registered in their name with the mobile service provider, and to utilize the facility only through the mobile number registered for the service.

f) **Acknowledgment of Authentication Method**

The customer acknowledges that while the Information Technology Act, 2000, allows for authentication of electronic records by digital signature, the Bank employs alternative methods such as Mobile Number, PIN, or other methods in accordance with the regulatory norms for customer authentication. These methods may not be specifically recognised under the IT Act, 2000, for electronic record authentication. The customer agrees this method is acceptable and binding and assumes full responsibility for maintaining the secrecy and confidentiality of the PIN, absolving the Bank of any liability related to unauthorised use.

g) **Customer's Responsibility for Errors**

The Customer acknowledges the necessity to understand the process of using the service thoroughly. The Customer bears full responsibility for any errors made while utilizing the service. The Bank shall not be liable for any losses or damages resulting from such errors.

h) **Bank's Discretion on Services Offered**

The Bank reserves the exclusive right to determine the scope of services offered through the Facility. This includes the right to add or remove services at its sole discretion without prior notice to Customers.

i) **Effectuation of Customer Instructions**

Customer instructions will be executed only upon successful authentication using the USER ID and PIN, or any other verification method as deemed appropriate by the Bank. The Bank reserves the right to introduce new authentication methods to enhance security.

j) Limitation of Bank's Liability

While the Bank strives to execute customer instructions promptly, it shall not be held liable for any delays or failures to execute such instructions due to operational system failures, legal requirements, or any circumstances beyond its control. The Customer hereby grants the Bank the authority to access and share account information as necessary for providing the services and complying with legal obligations.

k) Record of Transactions

The Bank will maintain records of all transactions. These records shall serve as definitive evidence of the transactions' authenticity and accuracy. The Customer agrees to the admissibility of these records as conclusive evidence in any dispute.

l) Rejection of Service Requests

The Customer acknowledges that the Bank may send notifications of rejection or inability to process service requests for any reason. The Bank shall not be liable for any consequences or liabilities arising from such rejections or processing failures.

m) Confidentiality and Liability

The Bank commits to making reasonable efforts to maintain the confidentiality of customer information. However, the Bank shall not be held liable for any inadvertent disclosure or leakage of confidential Customer information resulting from events beyond its control or actions by third parties.

n) Authorization of Transactions

The Customer expressly authorizes the Bank to process all requests/transactions deemed to have originated from his/her Internet Banking and authenticated via the user ID and PIN & OTP. For funds transfer requests, the issuance of such a request from the customer's device will be taken as explicit authorization for the Bank to execute the payment.

o) Reporting Loss/Theft of Mobile Phone

It is the Customer's responsibility to promptly inform the Bank of any loss or theft of their mobile phone/User Id, PIN, email id of customer's Internet Banking, following the procedure specified by the Bank for such events. Failure to promptly report may limit the protections available to the Customer under these terms.

p) Telecom Service Provider Charges

The Customer may incur charges from their Telecom Service Provider for data or SMS services used in connection with the IBS. The Bank is not responsible for any disputes that may arise between the Customer and their Telecom Service Provider regarding such charges.

q) Confidentiality of User ID and PIN

The Customer is solely responsible for maintaining the confidentiality of their IBS user ID and PIN. The Bank shall not be liable for any loss or damage arising from the Customer's failure to secure these credentials.

r) Liability for Divulgence of Access Credentials

The Customer bears sole responsibility for any adverse consequences resulting from the inadvertent or negligent disclosure of their IBS user ID and PIN to third parties. The Bank is not liable for any misuse arising from such disclosure.

6. Fee Structure for the Facility

The Bank reserves the exclusive right to levy charges on the Customer for the use of services provided under this facility. The Bank also retains the discretion to modify these fees at any time. Notification of such charges and any changes to the fee structure will be published on the Bank's official website. This publication shall constitute sufficient notice to the Customer, and continued use of the facility post-notification implies the Customer's acceptance of the new fee structure. All fees charged are non-refundable, except as specifically provided in these terms or as required by applicable law.

7. Accuracy of Information:

a) Responsibility for Providing Accurate Information

The Customer bears the sole responsibility for providing accurate and current information to the Bank via the Service or through any other communication method. Should discrepancies arise due to incorrect information provided by the Customer, the Bank disclaims any liability for actions taken based on such inaccuracies. Upon notification by the Customer of any errors in the information, the Bank will attempt to rectify the error on a best-effort basis, without guaranteeing a specific outcome or timeframe.

b) Bank's Effort on Accuracy

The Bank commits to employing reasonable efforts to ensure the accuracy of information it provides. However, the Customer acknowledges that errors or omissions may occur due to factors beyond the Bank's control. Accordingly, the Bank cannot be held liable for any such inaccuracies, errors, or omissions.

c) Limitation of Liability for Information Accuracy

The Customer agrees that the Bank shall not be liable for any errors in the information provided, even if such errors occur despite the Bank's efforts to ensure information accuracy. The Customer waives any right to hold the Bank responsible for any loss or damage incurred as a consequence of relying on inaccurate information provided by the Bank, except in cases of gross negligence or willful misconduct by the Bank.

8. Responsibilities and obligations of the customer:

a) Liability for Transactions

The customer assumes full responsibility for all transactions conducted through the use of Internet Banking, including any fraudulent or erroneous transactions. This responsibility applies regardless of whether the transactions were authorized or initiated by the customer. Consequently, the customer bears all risks and consequences, including any loss or damage arising from such transactions.

b) Security of Mobile Phone and SIM Card

The Customer is obligated to safeguard his/her User Id and PIN against unauthorized use. In the event of misuse, theft, or loss of the User Id, PIN, the Customer must promptly de-register from the IBS following the Bank's specified procedure. Failure to comply with this security measure absolves the Bank of any liability for transactions made subsequent to the loss or theft.

c) Data Security and Encryption

While the Bank employs industry-standard encryption and security measures to protect your data, you acknowledge that internet transmissions are never completely secure. By

using the Internet Banking Services (IBS), you accept the inherent risks associated with conducting transactions over the internet. The Bank cannot guarantee the absolute security of your data transmission or storage, and you agree to use the IBS at your own risk.

d) Usage of PIN

The Customer agrees to use the PIN strictly in accordance with the Bank's instructions and procedures, as may be updated from time to time. Non-compliance with these guidelines may compromise account security and the Customer will be solely liable for any resultant unauthorized access or transactions.

e) Biometric Authentication

The IBS may offer biometric authentication methods such as fingerprint or facial recognition. By enabling these features:

- a) You acknowledge that any biometric data stored on your device can be used to access your account.
- b) You agree to keep your device secure and not to register biometrics of any other person on devices used to access IBS.
- c) You understand that biometric authentication is provided for convenience and may not be as secure as other forms of authentication.
- d) The Bank reserves the right to discontinue, modify, or disable biometric authentication features at any time.
- e) You accept full responsibility for any transactions made using biometric authentication on your device.

f) Confidentiality of USERID and PIN

The Customer shall maintain the confidentiality of the USERID and PIN at all times. Disclosure of these credentials to others, or recording them in an insecure manner, breaches the Customer's duty to protect account access. The Customer is solely responsible for any adverse outcomes resulting from such breaches.

g) Reporting Misuse of PIN

Should the Customer suspect any misuse of the PIN, it is their immediate responsibility to inform the Bank and undertake steps to change the PIN. Delay in reporting or taking protective action places the liability for unauthorized transactions on the Customer.

- h) **De-registration Upon Loss of User ID/PIN Revised:** In the event of loss or theft of the User Id and PIN, the customer must immediately proceed to de-register from the service to prevent unauthorized access and transactions. The customer's failure to promptly de-register will result in the customer being fully responsible for any transactions that occur thereafter.

i) Assumption of Authorization for Transactions

Any transaction that originates from the registered User Id and PIN will be deemed to have been authorized by the customer. Such transactions will be legally binding on the customer, who will bear full responsibility for all implications of these transactions.

j) Duty to Stay Informed

The Customer is responsible for keeping themselves informed of any updates, modifications, or information regarding the services provided under the facility, as announced on the Bank's website or at its branches. Ignorance of such updates or

modifications will not absolve the customer of their responsibilities under these terms and conditions.

k) Liability for Losses Due to Breach of Terms

The customer shall bear full liability for all losses resulting from a breach of these Terms and Conditions, whether through negligent actions or failure to promptly notify the Bank of unauthorized account access. The responsibility to minimize loss by timely communication lies squarely with the customer.

l) Legal Compliance and Responsibility for Mobile Connection/SIM/Phone

The customer is solely liable and responsible for ensuring legal compliance and adherence to commercial terms and conditions related to IBS used to avail the facility. The Bank disclaims any responsibility regarding the customer's IBS or any related legal obligations.

m) Customer Education

The Customer agrees to regularly review and comply with the Bank's security guidelines and educational materials provided through the IBS. Failure to follow these guidelines may result in increased liability for any resulting losses

9. Disclaimer

a) Absolution of Liability in Good Faith Actions

The Bank shall not be liable for any failure to receive or execute requests from the Customer, loss of information during processing or transmission, unauthorized access by third parties, breach of confidentiality, or any other issues arising from circumstances beyond the Bank's control.

b) Exemption from Losses Incurred

The Bank is absolved from any liability for any direct or indirect loss incurred by the Customer or any third party due to failures or lapses in the facility that are outside the Bank's control.

c) No Liability for Transmission Failures

The Bank shall not be liable for any failure, delay in transmitting information, inaccuracies in information, or any consequences arising from causes beyond the Bank's control, including but not limited to technology failures, mechanical breakdowns, and power disruptions.

d) Service Provider and Third-Party Failures

The Bank disclaims any liability for lapses or failures attributable to service providers or third parties involved in this facility. The Bank does not guarantee the quality of service provided by any such entities. Neither the Bank nor its employees, agents, or contractors shall be liable for any loss or damage, whether direct, indirect, or consequential, arising from delays, interruptions, or errors in service provision.

e) Compatibility of Mobile Banking Application

The Bank assumes no responsibility for the compatibility of the IBS application with the Customer's devices. It is the Customer's responsibility to ensure that their device is compatible with the Bank's Internet IBS.

f) Responsibility for Third-Party Activities

The Customer is responsible and will be held accountable for any actions undertaken by third parties using their account that contravene these terms and conditions.

g) Liability for Third-Party Services

The Bank disclaims all liability for any errors, omissions, or deficiencies in the services provided by any cellular or third-party service provider, regardless of whether they are appointed by the Bank or not. This exemption extends to any impact such deficiencies may have on the Facility.

h) Confidentiality and Security Disclaimer

The Bank does not guarantee the confidentiality or security of messages transmitted via the Facility. There is no warranty, express or implied, concerning the system and network's function or performance. The Bank shall not be liable for any loss or damage, direct or indirect, suffered by the Customer or any third party, related to the use of the Facility.

i) Data Protection Commitment with Liability Limitation

The Bank is committed to protecting the personal data of its customers in line with applicable data protection laws. Notwithstanding, the Bank shall not be held liable for any unauthorized access to personal data that occurs without its direct fault or negligence.

j) Limitation of Liability for Third-Party Services

The IBS may integrate or provide links to third-party services. The Bank:

- a) Does not endorse or control these third-party services.
- b) Is not responsible for the content, functionality, or security of third-party services.
- c) Disclaims all liability for any losses, damages, or issues arising from the use of third-party services.
- d) Recommends customers review the terms and privacy policies of any third-party services before use.

Customers use third-party services at their own risk and discretion.

10. Customer Conduct

Customers are expected to use the IBS responsibly and in compliance with applicable laws and regulations. Prohibited activities include, but are not limited to, using the services for illegal purposes, engaging in fraudulent activities, attempting unauthorized access to the bank's systems, and any actions that could cause harm to the bank or other customers. Violation of these guidelines may result in suspension or termination of service access and legal action. Customers are also responsible for securing their account credentials and must promptly report any suspected unauthorized activities.

The use of screen scraping technologies, automated systems, or any software designed to extract data from the IBS without the Bank's express written permission is strictly prohibited. Violation of this policy may result in immediate termination of your IBS access and potential legal action.

11. Authority to Bank

The Customer hereby grants the Bank irrevocable and unconditional authority to access their accounts and personal information to execute the Customer's instructions, provide the Facility, and for purposes including but not limited to analysis, credit scoring, and marketing initiatives. Both the Customer and any Authorized User acknowledge and consent to the Bank's right to share such personal and account information with other institutions as deemed necessary or appropriate by the Bank. This includes participation in telecommunications or electronic clearing networks, compliance with legal or regulatory directives, engagement with recognized credit rating or scoring agencies, and activities aimed at fraud prevention and detection. The Customer understands that this authorization is critical to the provision and improvement of the IBS and consents to such use and disclosure in accordance with applicable laws and regulations.

12. Service Level Agreement

The Bank strives to provide a reliable and consistent Internet Banking Service. However, you acknowledge and agree that:

- The IBS may be subject to occasional downtime for maintenance or unforeseen issues.
- Scheduled maintenance will typically occur during off-peak hours and will be announced in advance when possible.
- In case of extended unplanned outages (over 4 hours), we will provide updates through our website and registered communication channels.
- The Bank is not liable for any losses or inconvenience caused by service interruptions.
- This agreement does not guarantee uninterrupted access to the IBS.

13. Records

All records maintained by the Bank concerning the Account and/or resulting from the use of the Facility, including details such as the recorded time of transactions and the identity of the Authorized User initiating them, shall be deemed as conclusive evidence of the authenticity and accuracy of the transactions conducted through the Account. The Customer hereby expressly grants the Bank the authority to document these transaction details. This record-keeping is vital for the verification of transactions and may be used as definitive proof in the event of any disputes, inquiries, or for compliance with legal and regulatory requirements.

14. Intellectual Property

All content, trademarks, logos, and any other intellectual property associated with the IBS are the exclusive property of the Bank or its licensors. The Customer acknowledges that such intellectual property is protected by applicable intellectual property laws and agrees not to use, reproduce, distribute, or display any part of the service outside the scope of the intended IBS without the Bank's prior written permission. Unauthorized use of the Bank's intellectual property may result in legal action and enforcement of rights to the fullest extent permitted by law.

15. Limitation of Liability

The Bank shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the services; (ii) any conduct or content of any third party on the services; (iii) any content obtained from the services; and (iv) unauthorized access, use, or alteration of your transmissions or content,

whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed its essential purpose.

16. Indemnity:

In consideration of the Bank offering these facilities, the Customer hereby agrees to fully indemnify and hold the Bank, its directors, officers, employees, and agents harmless from and against all liabilities, legal fees, damages, losses, costs, and other expenses in relation to any claims or actions that arise as a result of direct or indirect use of these facilities by the Customer. This indemnity covers, without limitation, any financial loss, litigation costs, or reputational damage incurred by the Bank due to the Customer's actions, unauthorized third-party access to the Customer's information/instructions, or any breach of confidentiality obligations by the Customer. Furthermore, the Customer agrees to extend this indemnity to cover any consequences resulting from the Bank acting on instructional triggers, whether authorized or unauthorized, provided by the Customer, thereby safeguarding the Bank against any and all repercussions of executing such instructions.

17. Data Protection and Privacy:

The Bank is committed to safeguarding the privacy and security of customer personal information. In compliance with applicable data protection laws, the Bank collects, uses, stores, and protects customer data strictly for the purpose of providing and improving IBS. We implement robust security measures to prevent unauthorized access, disclosure, alteration, or destruction of personal data. Customers have the right to access, correct, and delete their personal data, subject to banking regulations and verification processes. The Bank may share customer information with regulatory authorities and service providers only as necessary for providing IBS, and under strict confidentiality agreements. This clause outlines our data protection practices and customers' rights regarding their personal data.

18. Termination

a) Customer Initiated Termination

The Customer may terminate the Facility, entirety at any given time by submitting a written notice to the Bank.

b) Bank Initiated Termination or Suspension

The Bank reserves the right to temporarily withdraw or permanently terminate the Facility, in whole or in part, at its sole discretion, without any obligation to provide prior notice to the Customer. This right extends to situations requiring maintenance, repair, emergency actions, for ensuring security, or in circumstances where the Customer is found to be in breach of these terms and conditions. Additionally, the Bank may suspend the Facility immediately under circumstances necessitating such action, including, but not limited to, operational, security, or regulatory reasons, or if it is determined that the Customer may not be able to fulfill their obligations under these terms. The Bank will endeavor to notify the Customer as soon as practicable, except when such notification is impractical or counter to security and regulatory protocols.

c) Effect of Account Closure on Facility

Termination of the Internet IBS by the Customer or closure of the Accounts to which the Facility is linked will automatically result in the termination of the Facility. The Customer is liable for all obligations incurred until the effective date of termination.

19. Grievance Officer

In accordance with Information Technology Act, 2000 and rules made there under, the Grievance Officer for the purpose of your personal sensitive information as governed by Bank's Privacy Policy is Ms. **Varsha Budhkar** and can be reached at **email: varsha.budhkar@bhagininivedita.bank.in**

20. Waiver

No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of such powers, rights or remedies, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of the same. Any waiver, to be effective, must be in writing.

21. Compliance with Laws Clause

The Customer hereby agree to comply fully with all applicable laws, regulations, and guidelines in the utilization of the IBS. This includes adherence to anti-money laundering regulations, privacy laws, and any other legal requirements pertinent to banking operations and financial transactions. Each party commits to conducting their activities under this agreement in a manner that upholds the integrity and legality of the services provided.

22. Severability:

If any provision of this Agreement is determined by any competent authority to be invalid, illegal, or unenforceable in whole or in part, the validity, legality, and enforceability of the remaining provisions, or parts thereof, shall not in any way be affected or impaired. It is hereby agreed that any such invalid, illegal, or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving, to the fullest extent possible, the original intentions of the parties as reflected in the original provision. Such modification shall be performed in a manner that most closely matches the original intent behind the unenforceable provision, ensuring the continuation of this Agreement's overall objectives. Following any such modification, the rights and obligations of the parties hereunder shall be interpreted and enforced in accordance with such modifications, maintaining the integrity of the Agreement to the fullest extent permissible by law.

23. Third-Party Services and Links

The IBS may integrate with or provide links to third-party services for informational purposes or to offer additional functionality. While these third-party services are selected with care, the Bank does not endorse and is not responsible for the content, functionality, security, or practices of such third-party services. The Customer acknowledges that use of any third-party services is at their own risk and discretion. The Bank disclaims all liability associated with the use of any third-party services linked to or from the IBS

24. Notices

Both the Bank and the Customer may issue notices under these terms and conditions through electronic means to the Customer's designated email address, which shall be considered as

written notice. Alternatively, notices may be delivered by hand or sent by registered post or courier to the last known address provided by the Customer to the Bank. For notices directed to the Bank, they should be sent to its operational office located at CTS.No. 34/7, Final Plot No. 35/7B, Prabhat Road, Lane No.8, Erandwane, Pune - 411004. In addition to individual notices, the Bank reserves the right to publish notices of a general nature related to the Facility, applicable to all Customers, on its official website. Such published notices shall be deemed to have been personally served to each Customer upon posting. Both the Bank and the Customer agree to promptly notify each other of any changes in their contact details to ensure the effective delivery of notices. This includes, but is not limited to, updating postal addresses, email addresses, or phone numbers as necessary.

25. Amendment

The Bank reserves the exclusive right to modify, amend, or update the Terms and Conditions of this IBS at its discretion, to reflect changes in law, best practices, or enhancements to services provided. Any such modifications, amendments, or updates will take effect immediately upon their publication on the Bank's official website. Continued use of the Internet IBS by the Customer following the posting of the modified Terms and Conditions constitutes unambiguous acceptance of those changes. The Customer is encouraged to review the Terms and Conditions periodically to remain informed of any changes. If the Customer does not agree to the modified Terms and Conditions, the Customer has the right to discontinue use of the Internet IBS. The Bank will endeavor, but is not obligated, to provide direct notice of any significant changes to the Terms and Conditions to the Customer through email or other personal communication channels.

26. Force Majeure Clause

Neither the Bank nor the Customer shall be held liable for any delay or failure in performance under this Terms & Conditions of IBS due to events beyond their reasonable control, including but not limited to natural disasters, acts of government, pandemics, terrorism, war, or any other event constituting force majeure. Upon occurrence of such force majeure events, the affected party shall notify the other party promptly. Efforts shall be made to resume performance as soon as possible, but no party shall be required to incur unreasonable expenses or take actions that are substantially disproportionate to the effects of the force majeure event.

27. Dispute Resolution

- a) In the event of any dispute arising from or relating to these Terms and Conditions or the use of IBS:
- b) Both parties agree to first attempt to resolve the dispute through good-faith negotiations.
- c) If negotiations fail, and before initiating court proceedings, the parties agree to submit the dispute to mediation.
- d) The mediation shall be conducted by a mutually agreed-upon mediator in Pune, India.
- e) Each party shall bear its own costs of mediation, with the mediator's fees shared equally.
- f) If mediation fails to resolve the dispute within 30 days, either party may then pursue legal action as per the Governing Law and Jurisdiction clause.
- g) This clause does not prevent either party from seeking urgent injunctive relief from a court where necessary.

28. Governing Law and Jurisdiction:

Any disputes arising from or in connection with this **Terms & Conditions of IBS**, including disputes regarding its interpretation, violation, invalidity, non-performance, or termination, shall

be governed by and construed in accordance with the laws of the Republic of India. The parties hereby agree that the courts located in Pune, India, shall have exclusive jurisdiction to hear and determine any such disputes. This provision explicitly designates the legal framework that will apply and identifies the courts that will have the authority to resolve any disputes, ensuring that all parties have a clear understanding of their rights and obligations under the **Terms & Conditions of IBS**.

29. Changes to Services

The Bank reserves the right to modify, suspend, or discontinue any part or all of the IBS at any time without prior notice to Customers, except where notice is required by law. Such changes may be due to reasons including, but not limited to, maintaining the security and integrity of the services, complying with legal requirements, or adding and improving features. The Bank will endeavor to minimize inconvenience to Customers by providing reasonable notice of significant changes where feasible. The Customer's continued use of the services following any changes indicates their acceptance of the new terms.

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