

TERMS & CONDITIONS

These terms and conditions apply to and regulate the operation of the Deposit Accounts (the "Account") offered by Kerala Gramin Bank. These terms and conditions shall be in addition to any other terms as stipulated by Kerala Gramin Bank from time to time. The Customer acknowledges and agrees that the Bank may at its sole discretion add to, modify or amend the Terms (including the Charges) from time to time and such changes shall be communicated to the Customer, but individual communication may not be sent to him. The Terms shall be available at the Bank branches and on the Bank's website. The Bank may publish notices of general nature which are applicable to the Customers on its website or on its notice board or in any other mode as may be decided by the Bank. Such notices would have the same effect as a notice served individually to each Customer.

The Customer agrees that the opening and maintenance of the Account and availing of the Services is subject to the rules and regulations introduced or amended from time to time by the Reserve Bank of India.

In the event that any provision of these Terms is held to be in violation of any applicable Law or if for any reason a court of competent jurisdiction finds any provision of these Terms or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.

These terms and conditions form the contract between the Customer and Kerala Gramin Bank. The Customer shall apply to Kerala Gramin Bank in the prescribed form for opening and operation of the Account and availing of the related Services. By applying for opening the Account, the Customer acknowledges that he / she has /have read understood and accepted these terms and conditions.

• Applicability

The Terms mentioned herein form the contract between the User using the Internet Banking services and the Bank. By applying for Internet Banking Services through all modes of registration available to the users and accessing the service the User acknowledges and accepts these Terms of Service (Terms & Conditions). All the services/ products purported to be offered hereunder will be denominated in Indian currency. Notwithstanding anything contained herein, all terms and conditions stipulated by the bank pertaining to the accounts shall continue to be applicable to the users provided in the event of a conflict in the terms stipulated by the bank and the terms herein, the terms herein shall have overriding effect. These terms will be in addition to and not in derogation of the terms and conditions relating to any account of the user. The agreement shall remain valid until it is replaced by another agreement or terminated by either party or account is closed, whichever is earlier.

• **Definitions**

"BANK" refers Kerala Gramin Bank, a Regional Rural Bank (RRB) formed on 08.07.2013, under the Sub-Section (1) of Section 3 of the RRB Act 1976 (27 of 1976) and having its Head Office at KGB Towers, AK Road, Malappuram 676505 in Kerala.

"Website" refers to <https://netbanking.keralagbank.com/> which is owned by Kerala Gramin Bank for offering Internet Banking facility to its customer.

"Account(s)" refers to all the accounts maintained by the user with the Bank in whatever name they are designated, which are eligible account(s) for purposes of Net banking. One of these accounts shall be designated, as the primary account and all other accounts, if any, of the user shall be referred to as secondary account (s).

"Internet Banking /Net Banking" refers to the Internet banking service offered by BANK to the user which provide access to account information, products and other services such as Balance enquiry, transaction details in the Account(s), statement of Account, transfer of funds, bill payment and any other service as the BANK may decide to provide from time to time through Internet banking website <https://netbanking.keralagbank.com>. The Bank at its sole discretion may also make additions/ deletions to the Internet Banking Services being offered.

"User" means the customer or a person authorized by the customer to operate the account/s through Internet Banking facility. Any communication addressed to the user by Kerala Gramin Bank, is deemed to have been addressed to the customer as well. Similarly, any communication and/or action of the user through Internet Banking facility provided by Kerala Gramin Bank will be legally binding on the customer.

"User Id" refers to the identity of the user obtained from the Bank for the purpose of logging into the Internet Banking facility provided by the Bank.

"Login Password" is a unique and randomly generated password known only to the customer, which can be changed by the user to his/her convenience. This is a means of authenticating the user ID for logging into Internet Banking.

"Transaction Password" is a unique and randomly generated password known only to the customer, which can be changed to his/her convenience. This is a means of authentication required to be provided by the customer for putting through the transaction in his/her/their/its accounts with Kerala Gramin Bank through Internet Banking. While User ID and Password are for valid access into the Internet application, giving valid OTP/Transaction Password is for authentication of transaction/requests made through Internet banking application.

"Personal Information" refers to the information about the USER obtained in connection with the Internet Banking Service.

"Terms" refer to Terms and Conditions for use of Internet Banking Services as specified in this document.

GENERAL TERMS

• Net Banking Services

The BANK shall endeavor to provide to the USER 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 to own/third party accounts within Kerala Gramin Bank and to other Bank accounts and many other facilities as the BANK may decide to provide from time to time. The Bank at its sole discretion may also make additions/deletions to the Internet Banking Services being offered without giving any prior notices or reasons.

The BANK shall take reasonable care to, ensure the security of and prevent unauthorized access to the Internet Banking Services using technology reasonably available to the BANK in India.

The USER shall not use or permit to use Internet Banking Service or any related service for any illegal, fraudulent, dishonest or improper purposes.

• Net Banking Service Access

The Customer shall be allotted a User ID by Kerala Gramin Bank in the first instance. The user will be required to change the Login/Transaction password assigned by Kerala Gramin Bank on accessing the Internet Banking services for the first time after his/her agreeing to the terms and conditions for Internet Banking . As a safety measure the user shall change the Login Password as frequently as possible thereafter or as and when the system requires for the same whichever is earlier. In addition, Kerala Gramin Bank may at its discretion advise the user to adopt such other means of authentication including but not limited to digital certification and/ or smart cards issued by licensed or approved Certifying Authorities or vendors as it may deem fit.

The user agrees not to hold the bank liable for any failure to complete the transaction due to non-delivery or delay in transmission of Login/ transaction password/s. The user shall not attempt or permit others to attempt accessing the account information stored in the computers of the bank through any means other than the Internet banking.

• Registration, First Time Login and Password/Access

If the customer wishes to apply for Net Banking services of Kerala Gramin Bank, kindly read the Terms and Conditions herein. The act of clicking "I agree" button during First Time Login, on the Bank's web page hosting terms and conditions herein amounts to customer signing an agreement with the Bank for Kerala Gramin Bank Net Banking services and customer consent to abide by the terms and conditions. The Net Banking Services will be extended only to the customer who is agreeing for the Terms and Conditions herein. If the customer does not agree to the Terms and Conditions herein, kindly click on "Disagree" button to exit during First Time Login.

The Customer will be allotted a User ID/Passwords by the Bank to avail of the Net Banking Services. The Bank may send the same in a tamper proof sealed envelope ("Mailer") or send the password on

registered email in password protected pdf or will facilitate for online First Time Login after exercising proper security validation of Customer details along with OTP.

During First Time login, the user must set the password which may be used for Login into Net banking. Customer's access to Net Banking will be disabled if wrong password is entered successively three times (or number of attempts as decided by the Bank from time to time). In such event the User can unlock the User ID or may contact Bank Branch/Customer Care for assistance.

The Bank may decide to disable password in case the Services are not used for a continuous period as decided by the Bank. The Customer may also request for temporary disabling of access. To reactivate access to Net Banking, the Customer must intimate the Bank by way of a letter, registered mail or such other mode as may be prescribed by the Bank, providing certain details as may be required or prescribed by the Bank and the information so sent shall be deemed to be correct.

Password:

- a) The user acknowledges, represents and warrants that the password/ One Time Password (OTP) which will be issued to him/her provides access to the account and that user is the sole and exclusive owner and is the only authorized user of the password/OTP and accepts sole responsibility for use, confidentiality and protection of the password/OTP. The User is entirely responsible for the safekeeping/secrecy and use of password/s and OTP and any damage and other consequences of their misuse wherever applicable.
- b) The customer understands and agrees that the transaction password is for the purpose of authenticating the transaction and shall have same effect as the specimen signature of authorized signatory of the customer and the customer shall be bound by the transactions initiated by the use of transaction password.
- c) In the event of forgetting of User-id and/or password or expiry/ disability of password(s) User can request for change of the password through online option by entering the required details or by giving a written request to the Bank branch. The selection of a new password and/ or the replacement of User-id shall not be construed as the commencement of a new contract.
- d) The user agrees and acknowledges that BANK shall in no way be held responsible or liable if the user incurs any loss as a result of compromise of User-id and password by the user himself or theft of or user has failed to follow the Internet Banking Service instructions as published by the BANK on the website from time to time. User agrees to fully indemnify and hold harmless BANK in respect of the same.
- e) If third party gains access to the service in the customer accounts, the customer will be responsible and indemnifies Kerala Gramin Bank against any liability, costs or damages arising out of claims or suits by such third parties based upon or relating to such access and use.

f) The User must:

- Keep the User-id and password totally confidential and not reveal the password to any third party;
- Change the password at the time of first log in;
- Create a password of at least 8 characters long 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 USER's name, address, telephone number, vehicle number, driving 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 Internet Banking Services.

g) The customer shall have different Login password and Transaction password for security reasons.

If Customer discovers or suspects that his Password or any part of it is known to someone else, he must immediately change the Password himself through Net Banking. If this is not possible, Customer must notify the Bank immediately at the Bank branch during banking hours or at Customer Call Center service. The Bank may suspend access until new Passwords have been set up. Any transaction done prior to such a notification shall be entirely at the Customer's risk and cost.

• **Unauthorized Access**

The user shall take all necessary precautions to prevent unauthorized and illegal use of Internet banking and unauthorized access to the accounts provided by Net Banking. The Bank shall take all commercially reasonable care to ensure the security of and to prevent unauthorized access to the Internet banking using commercially reasonable technology available in India to the Bank.

• **Joint Accounts**

The Internet Banking Services will be available in case of joint accounts only if the mode of operation is indicated as 'Either or Survivor' or 'No.1 only'.

For 'Either or Survivor' and 'No.1 only' and accounts with other permitted mode of operations, User-ID will be issued to only one of the joint account holders, normally Main Holder of that account.

In case of 'Either or Survivor' and 'No.1 only' accounts if any of the joint account holder(s) gives "stopping of operations" instructions for the use of Internet Banking Service in writing, on any of the Internet Banking Service -accounts held jointly by them, the Internet Banking Services will be discontinued for the USER. In case of 'Former or Survivor' account such instructions cannot be issued by other account holder. All transactions arising from the use of Internet Banking in the joint account shall be binding on all the joint account holders, jointly and severally notwithstanding that one amongst such joint account holders only operates the accounts through Internet Banking Services. For other permitted Mode of Operations in Joint Account, kindly get in touch with Bank Branch.

- **Acknowledgement**

The Customer acknowledges that he has read, reviewed and understood these Terms and unconditionally agrees to abide by the Terms and rules in force and any changes to the same from time to time. The Customer acknowledges that the Account or Services that are offered to the Customer are not transferable under any circumstances and shall be used only by the Customer. The Customer cannot assign these Terms to any third party.

- **Address**

Bank shall send all communications, correspondences, statement of accounts, cheque books, drafts, etc. to the Customer at the Mailing Address except in exceptional circumstances at the discretion of the Bank. The Customer must promptly notify any change of his Mailing /Registered Address in writing with supporting address proof. However, if Registered Address is to be changed as the Mailing Address or vice versa the communication could be sent by any other mode acceptable to the Bank. Change of any of the addresses will be applicable to all the Accounts of the Customer wherein he is the sole or the primary holder, unless otherwise indicated. In case of Joint Account with joint operating mandate no change in Mailing/Registered Address shall be affected unless communicated in writing by all the holders. If the Customer does not receive any mail sent by the Bank at such address due to any reason whatsoever, the Bank shall not be responsible. The reasons may include (but not be limited to) fault of the postal/courier agency, mail being delivered at the given address but being not received by the Customer and/or mail not being delivered at the given address due to the Customer not being available thereof. In case of non-delivery or non-receipt of the mail, Bank will not be responsible or liable to re-deliver the same.

- **Communication by Customer**

The Customer should communicate with the Bank only via the mode that is specified and the Bank is not bound by communication received via any other mode. Specifically if certain kinds of transaction requests are not allowed through phone or email, the same should not be used. The customer should not use My Mail for time critical instructions e.g. stop cheque and card hot-listing.

- **Authorized Signatory**

The individual expressly authorized by entities including companies, societies, associations, trusts and partnerships to operate the accounts / access services as per powers conferred by the entity.

- **Standing Instructions**

The Bank may provide its customers facility to give standing instruction through Net Banking at its discretion. For each instruction the Customer has to specify the amount that shall be debited from his account for transfer to another account held with the Bank or by way of a draft. The Customer is responsible for making sure that concerned account has sufficient funds on the date of standing instruction execution. The Bank may, at its discretion, carry out the instructions notwithstanding inadequacy of funds/credit facility without prior approval from or notice to the Customer and the Customer shall repay with interest the resulting overdraft/advance/credit and all related Charges and interest on the excess amount, at such rates as the Bank may levy. The Bank shall not be liable

for any omission to execute all or any of the instructions or for late instructions due to any reason whatsoever. The Customer agrees to pay the Bank the charges levied by the Bank, if any.

• **Maintenance and Preservation of Records**

Bank at its sole option and discretion shall maintain or destroy such records of transaction carried out by the Customers in their Accounts, as the Bank may deem fit or as mandated by law. The Customer shall not question the validity and correctness of the same. The Customer may be able to take out a print of the transaction attempted to be effected over Net Banking. However, only the record maintained by the Bank shall prevail. In case of conflict between the records kept by the Bank and those of the Customer, the records of the Bank shall be conclusive and binding.

• **Funds Transfer**

If funds transfer facility is made available to the user, then user may transfer funds from any of his account(s) linked to the User-Id to other account(s) belonging to own/third parties maintained at Kerala Gramin Bank/ or to any other Bank.

The user accepts that he will be responsible for keying in the correct account number / other particulars of the beneficiary for the fund transfer request. In no case, the bank will be held liable for any erroneous transactions incurred arising out of or relating to the user entering wrong/incorrect/incomplete account number, information of the beneficiary and/or any other particulars. Also, in no case, the bank will be held liable for any erroneous transactions incurred arising out of or relating to the user entering any incomplete or undecipherable or unreadable or erroneous inputs keyed in by the user.

The 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 reasonable control of the Bank. In the event of overdraft created due to oversight/inadvertently, the User will be liable to pay the interest on such over drawn amount, as decided by the Bank from time to time.

The user shall not use or attempt to use the Internet banking for funds transfer without sufficient funds in the relative account or without a pre-existing arrangement with the bank for the grant of an overdraft. The bank will endeavor to effect funds transfer transaction received through Internet banking subject to availability of sufficient funds in the account. The bank shall specify from time to time the limit for carrying out various kinds of funds transfer or any other services through Internet banking.

• **Processing Of Transactions**

The time of processing of transactions over Net Banking may vary depending on whether they are processed manually or electronically and or whether they can be updated immediately or whether they are processed after the close of working. Instructions/Transactions over Net Banking may not be stopped. For Stop Payment instructions and other urgent/important request, the customer should follow up with the Bank and ensure that the same are physically recorded / carried out by the bank. The financial information available over Net Banking is for reference purposes only. Account

information available through this Service will not reflect transactions that may be in the Bank's hands but which have not been processed or which still have to be verified for payment. The Bank shall not be liable for any loss incurred or damage suffered by the Customer or third party by reason or in consequence of any such financial information. The Bank shall endeavor to effect fund transfer and payment transactions received through Net Banking provided there are sufficient funds available in Customer's Account/s and Bank shall not be liable for any omission to make any of these payments or for late payments due to circumstances beyond the reasonable control of the Bank. Once Customer has given an instruction through Net Banking, Customer will not be able to reverse it. Bank is under no obligation to reverse an instruction Customer has given; or to accept an instruction that is conditional or reversible or which requires Bank to pay a third party sooner than it would be able to pay following normal banking practices. Bank may at its discretion try to reverse entry to the extent that is possible under the rules and practices of the banking system at a cost to the Customer as decided by the Bank. Customer hereby confirms and acknowledges that payments through electronic transfer of funds are subject to Sec.40A (3) of the Income Tax Act, 1961.

• **Limits**

Bank may impose the limits for carrying out various kinds of funds transfer or any other services through Internet Banking from time to time. The User acknowledges that the same is to reduce the risks on him/her. For instance, the Bank may impose transaction restrictions within particular periods or amount restrictions within a particular period or even each transaction limits. The User shall be bound by such limits imposed and shall strictly comply with them. The Bank shall put an appropriate message on the relevant page or the website. The Bank will, at its sole option, set and re-set, minimum and maximum limits for any transaction that may be carried out by the Customer over Net Banking or otherwise and any such limits would be subject to the availability of balance in the Account. Such limits may be based on such parameters as may be prescribed by the Bank from time to time.

• **Bills Payment/Presentation and Payment only Billers**

Bank may at its discretion make available the service to the Customer to make payment from his Account with respect to certain bills/outstanding of bills or of any outstanding of certain service providers/vendors/utilities ("billers") by receiving request through Bank branch. With or without the ability for the Customer to know the details of such bills. However, the Bank shall not be liable or responsible for (i) the timeliness of payment to or receipt of payment by the respective billers; (ii) the accuracy of such bills/outstandings and/or details thereof or whether the bill was made available over Electronic Banking in time or not;(iii) to check whether or not the Customer has made payments through channels other than the bank channels;(iv) any short/excess payment made to billers. The Customer is solely liable to follow up and settle the shortfall and or for refunds; (v) the discontinuation/suspension/partial suspension/cancellation of the service/ goods/ utility, for any reason whatsoever, and any consequences thereof; (iv)the quality of the service/goods for which the payment is intended/made or delay/non-delivery of the same due to any reason whatsoever including but not limited to the fault of the creditors or the creditors going into bankruptcy/suspending/ceasing to do working. The Customer acknowledges and agrees that the Bank remains a mere facilitator for this service and that the Bank does not warrant or claim any

responsibility for this service nor does the Bank endorse any such service and/or its standing or reputation whatsoever, and is not liable for any deficient or bad services in any manner whatsoever and for any loss, whatsoever that the Customer may suffer or incur. The risk in this regard is entirely on the Customer and he is required to do his own survey. The debits or credits to the NRI Customer account are further subject to restrictions and limits as are specified for NRI operated accounts as also by the Bank and the RBI.

• **Fees and Charges:**

Kerala Gramin Bank reserves the right to charge the Customer a fee for the use of the services provided under the Facility and change the fee structure at its discretion. Display of such charges on Bank's websites would serve as sufficient notice and the same is binding on the customer.

• **Cheque Book:**

Cheque books will be couriered directly to the mailing address given by the Customer provided all formalities are completed. Kerala Gramin Bank reserves the right to recover the cost of the cheque book requisitioned. Kerala Gramin Bank will record and accept instructions from the drawer for stopping payment requests against cheque/s that are lost, stolen, or not required to be paid against, only if such instructions are received from the drawer by the Bank, prior to presentment of such cheques at the Bank. Kerala Gramin Bank shall not be responsible in any manner whatsoever for any losses caused, or payments made, if the cheques are presented for payment to Kerala Gramin Bank prior to receipt of instructions, if any, from the drawer of the cheque/s or in the case of e-cheques, if the stop payment requests are logged after payment against such cheques has been initiated by Kerala Gramin Bank. Kerala Gramin Bank may charge Service charge for such countermanding instructions. Kerala Gramin Bank may dishonor and/or return cheques unpaid which are altered, if considered by the Bank to be ambiguous or suspicious in any way, or if received for payment after the validity of the cheque has expired.

• **Demand Drafts:**

The Customer may place a request for issue of demand drafts / pay orders (the "Instrument") by visiting Kerala Gramin Bank branch or through Internet/Mobile Banking or through such other mode and subject to such terms and conditions as Kerala Gramin Bank may intimate from time to time. Kerala Gramin Bank reserves the right to discontinue the Service at any time without prior notice to the Customer.

Kerala Gramin Bank shall have the right to reject the request in the event of insufficient balance at any point of time from acceptance of request till dispatch of the Instrument to the Customer. Kerala Gramin Bank shall be entitled, at its sole discretion to accept or reject such requests. The provision of such Service shall be subject to such charges as may be applicable and the Customer authorizes Kerala Gramin Bank to recover such charges by debiting the Account. If the Instrument is lost or has to be cancelled once the same is with the Customer or his agent, the request for cancellation shall be accepted at the Instrument issuing Kerala Gramin Bank branch.

Validity of Cheques / Drafts /— Kerala Gramin Bank shall not make payment of the aforesaid instruments bearing that date or any subsequent date, if they are presented beyond the period of three months from the date of such instrument or any such validity as updated by Reserve Bank of India from time to time.

• **Safe Keep of Debit Card, Passwords, PIN and Cheque Book:**

The Customer shall be solely responsible for the safe-keeping and the confidentiality of the statements of account, balance confirmation certificate, cheque books, Debit card and its PIN, User ID and Transaction/Login passwords relating to internet banking and such other items relevant or pertaining to the Account.

• **Account Operation**

A Customer may request for transfer of his/her Account from one branch to another branch of Kerala Gramin Bank by giving a written request. Such Transactions are entertained normally during banking hours at the branch where the Account is maintained or at any other Kerala Gramin Bank Branches under any Branch Banking. Kerala Gramin Bank in its sole discretion may restrict the number of transactions in the Account.

• **Change of Terms:**

Kerala Gramin Bank shall have the absolute discretion to amend, supplement or delete any of the Terms at any time. Kerala Gramin Bank may communicate the amended Terms by hosting the same on the Website or in any other manner as decided by Kerala Gramin Bank. The Customer shall be responsible for regularly reviewing these Terms including amendments thereto as may be posted on the Website. Notices in respect of the Account, the services and facilities in connection with the Account may be given by Kerala Gramin Bank either through email or posting a letter to the Customer's address. Kerala Gramin Bank may also give any notice by posting the notice on the Website and the same will be deemed to have been received by the Customer upon its publication on the Website.

• **Software and Hardware:**

The Customer shall at its cost, procure, maintain and update/upgrade all such software and computer & communication systems which are compatible with the Bank's system, as applicable, from time to time, to avail and use Net Banking. The Bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and shall be under no obligation to support the software, hardware, operating systems of the Customer and that the same shall be the sole responsibility of the Customer. Customer should not access the Net Banking using any computer or other device, which he does not own without the owner's permission to do so. If the Bank suffers any loss due to breach by Customer of this condition then he must compensate the Bank for the same. Use of Digital Signatures / smart cards / biometrics and Opening Online Accounts The Bank reserves the right and discretion to permit the use of digital signatures using the Public Key Infrastructure System as provided for under the Information Technology Act, 2000/ biometrics for opening a Bank Account online and operating such Bank Account or the existing Account, as per Banks" policy or as and when the law authorizes and technology facilitates such transformations.

- **Linking Of Accounts Of The Customer**

All accounts linked to the customer's Customer ID may be accessible through Net Banking, subject to Bank's rules. Additionally, in case of more than one holder, Net banking access shall be given to the Customer subject to agreement from all co holders in the forms prescribed by the Bank.

- **Customer Identification and Authentication**

The Customer grants express authority to the Bank for carrying out transactions received by the Bank through Net Banking post authentication and the same will be deemed to have emanated from such Customer. The Bank shall have no obligation to verify the authenticity of any transaction received from the Customer or purporting to have been sent by the Customer other than by means of verification of the OTP/Password. The Bank will not be liable for acting in good faith on such instructions. The Bank may at its sole discretion decide not to carry out any instruction/s through Net Banking where the Bank has reason to believe that the instruction/s are not genuine or otherwise improper or unclear or raise a doubt. If the Bank believes that an instruction over Net Banking may not have been properly authorized by Customer, the Bank may after making reasonable efforts to check whether it was properly authorized, refuse to carry out such instruction or to take steps to reverse any action taken on the basis of that instruction. Bank will not be responsible for any loss to Customer / third party that results from such a refusal/reversal.

- **Alerts**

The Bank may offer the facility of Alerts for information only and may discontinue the same at its own discretion. Transactions on Accounts will continue to be guided by prevalent Banking practice and the Bank on best effort basis may display certain pre-defined Alerts. However the Bank shall not be responsible or liable for the timeliness, completeness, accuracy and successful delivery or receipt of the Alert.

- **Holiday Processing**

Any transactions on any day which is a Bank Holiday or after the time, when the clearing of cheques/pay orders/drafts and recording of transaction in its books, is normally affected by the Bank, shall be shown in the Account, at the sole discretion of the Bank, as having taken place on the succeeding working day and not the actual day of the transaction and all deductions/accretions on such amount shall be deducted/accrued as of such working day. Bank shall not be responsible for any loss of interest or liability incurred/suffered by the Customer including but not limited to loss of interest arising due to such transaction being not shown on the day the same actually occurred.

- **Force Majeure**

The User specifically agrees to hold Bank harmless from any and all claims, and agrees that Bank shall not be liable for any act of God/acts of state/war/riot/fire/civil commotion/strikes/any other orders of governmental/semi-governmental/local authority/any similar cause, any loss, actual or perceived, caused directly or indirectly by government restriction, exchange or market regulation, war, strike, virus attacks, denial of service attacks, equipment failure, communication line failure, system failure, security failure on the Internet, unauthorized access, hacking, theft, phishing, or any

problem, technological or otherwise or other conditions beyond Bank's control, that might prevent User from accessing/operating or Bank from executing/validating an instruction, order, direction. User further agrees that he/she will not be compensated by Bank for "lost opportunity" in the form of notional profits/gains on orders, instructions, directions which could not be executed.

• **Accuracy of Personal Information**

The Customer is responsible for the correctness of information supplied to the Bank at the time of opening the Accounts or availing any of the Services. The Bank shall not be liable for any consequences arising out of erroneous or misleading information supplied by the Customer. If the Customer suspects that there is an error in the Information supplied to the Bank, the Customer shall advise the Bank in writing. The Bank accepts no liability for the consequence arising out of erroneous, incorrect, untimely or incomplete information supplied by the Customer.

• **Non-transferability**

The grant of facility of Internet Banking Services to a USER is not transferable under any circumstance and shall be used only by the USER.

• **Authority to the Bank**

The user irrevocably and unconditionally authorizes the Bank to access all his account/s for acting on any request made by the user through Internet Banking. The instructions of the user shall be effective only when such instruction is in accordance with the prescribed procedure. The Bank shall have no obligation to verify the authenticity of any transaction/instruction received from the user through Internet Banking. While Bank shall endeavor to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law. All the transactions arising through the use of the Internet Banking to operate a joint account shall be binding on all the joint account holders, jointly and severally.

The display or printed output that is generated by the User at the time of operation of Internet Banking Services is a record of the operation of the Internet access and shall not be construed as the Bank's record of the relative transactions. The Bank's own records generated by the transactions arising out of the use of the Internet Banking, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction and shall be accepted as conclusive and binding for all purposes.

• **Proprietary Rights**

There will be no obligation on the Bank to support all or any versions of the Internet software as may be required for offering Internet Banking. The User acknowledges that the software underlying the Internet Banking Services as well as other Internet related software which are required for accessing Internet Banking Services are the legal property of the respective vendors. The permission given by the Bank to access Internet Banking Services will not convey any proprietary or ownership rights in the above software. The User shall not attempt to modify, translate, disassemble, decompile or

reverse engineer the software underlying Internet Banking Services or create any derivative product based on the software.

• **Disclosure of information**

The user agrees that the bank or their contractors may hold and process his personal information and all other information concerning his account(s) on computer or otherwise in connection with the Internet banking as well as for analysis, credit scoring and marketing. The user also agrees that the bank may disclose customer personal information to Government, judicial bodies, and our regulators or to any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches, when situation so demands.

• **Notices**

Notices under these Terms of Service (Terms & Conditions) to the customer may be given through any medium of communication as may be deemed appropriate by the Bank i.e. Bank's website (<https://netbanking.keralagbank.com> or www.keralagbank.com) or email, SMS, public notification at Branches, or through newspapers, radio, TV etc. Such notices will have the same effect as a notice served individually to each customer.

• **Termination of Net Banking Service**

The User may request for termination of the Internet Banking Services facility any time by giving a written notice. The User will remain responsible for any transactions made on his/her account(s) prior to the time of such cancellation of the Internet Banking Services. The bank may withdraw or terminate the Internet banking facility anytime either entirely or with reference to a specific service or user after giving reasonable notice under the circumstances to the user through the website. The closure of account by the user will automatically terminate the Internet Banking Services. The bank may suspend or terminate the Internet Banking Services without prior notice if the user has committed breach of any of these terms and conditions or the Bank learns of the death, bankruptcy, legal incapacity of the user.

• **Disclaimer**

The user expressly agrees that use of the website is at its sole risk and cost. The services offered on the website is provided on an "as is" and "as available" basis.

Except as warranted in the Terms, Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Internet Banking.

Bank does not warrant that access to the website and Internet Banking shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the website or use, accuracy or reliability of Internet Banking. Bank will not be liable for any virus or computer contaminant that may enter the user's system as a result of the user using

Internet Banking. Bank does not guarantee to the user or any other third party that Internet Banking would be virus or computer contaminant free.

The Bank has adopted the mode of authentication of the User 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 the Bank. The User hereby agrees/consents for the mode of verification adopted by the Bank. The User agrees that the transactions carried out or put through by the aforesaid mode shall be valid, binding and enforceable against the User and shall not be entitled to raise any dispute questioning the transactions.

• **Applicable/Governing Law**

These Terms, Accounts/Services and obligations of the Bank shall be governed and be subject to laws and guidelines as may be issued by RBI from time to time. The Bank accepts no liability whatsoever, direct or indirect, for noncompliance with the laws of any country other than that of India. The mere fact that the Account/Services can be accessed through Internet in a country other than India shall not be interpreted to imply that the laws of that country govern these Terms, and/or the operations of the Accounts of the Customer. It is the responsibility of the user to comply with any regulations prevailing in the country from where he is accessing the Internet.

Any dispute, controversy or claims in respect of Internet Banking services or on account of breach of these terms and conditions shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

In the event of dispute between Kerala Gramin Bank and customer, an arbitrator shall be appointed by Kerala Gramin Bank. The place of arbitration shall be Malappuram, Kerala, India and any award shall be made/deemed to be made for all purposes in Malappuram, Kerala. In case of failure to settle the dispute through arbitration, then the same shall be brought with the jurisdiction of the High Court in Ernakulam, Kerala.

• **Compliance with Law**

All Customers must be eligible and capable by law to open and operate the Account. The Bank shall not be liable to the Customer or any third party for any loss or damage suffered due to the ineligibility or incapacity of the Customer. All the Customers agree that they are aware of and shall comply with any law that may be applicable to any of the transactions they carry out, in India or abroad, through their Accounts. The Bank shall not be responsible or liable to any third party for the Customer's violation of any law.

• **Customer Responsibility**

The Bank will send Alerts / account information on the mobile phone number and/or email ID as provided by the Customer. The Customer shall be solely responsible for the security of his mobile phone and email ID. The Customer shall be solely responsible for the consequences in case he fails to adhere to the above. The Customer must keep his mobile phone and email ID active to avail this facility. The Customer acknowledges that sending information by e-mail/mobile phone is not a

secure medium and the Customer is aware of the risks involved. The Customer also acknowledges that the Customer has for the Customer's convenience and after being fully aware of, and having duly considered, the risks involved, requested and authorized the Bank to rely upon and act on Instructions which may from time to time be given by e-mail/mobile phone. The Customer undertakes to provide accurate information wherever required and shall be responsible for the correctness of information provided by him to Bank at all times. The Bank shall not be liable for consequences arising out of erroneous information supplied by the Customer. If the Customer suspects that there is an error in the information supplied by Bank to him, he shall advise Bank as soon as possible. The Bank will endeavor to correct the error wherever possible on a best effort basis. The Customer shall be responsible for intimating the Bank any change in his mobile phone number and/or email ID on which he wants to receive the Alerts /Mobile Banking Services. Transactions on Accounts will continue to be governed by existing prevalent Banking practice and Terms, Conditions & Rules for Accounts and Services as may be applicable. Further the terms and conditions as applicable to Phone Banking and Net Banking services shall, to the extent applicable, apply to Alerts Facility. The Customer can apply for availing the Alerts Facility, as per his eligibility as decided by the Bank, and specify the events which will trigger the Alerts by a mode as may be notified by Bank from time to time. The Bank shall have the right to reject the application of any person without assigning any reasons.

• **Liability of the User and the Bank**

User shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. User agree and acknowledge that any loss, damage, liability caused or suffered by the User due to disclosure of information of confidential nature shall be borne by the User without transferring any liability or responsibility towards the Bank. User shall comply with such guidelines, instructions or terms as the Bank may prescribe from time to time with respect to the password.

If the USER has complied with the Terms and advises the Bank in writing under acknowledgment of an authorized person of the Bank, immediately after he/she suspects that his/her password is known to another person and/ or notices an unauthorized transaction(s) in his account, he/she shall not be liable for losses arising out of the unauthorized transaction(s) occurring in the accounts after the receipt of such advice by the Bank.

The USER shall be liable for all loss from unauthorized transactions in the account(s) if he/she has breached the Terms and conditions or contributed or caused the loss by negligent actions such as the following: In disclosing or failing to take all reasonable steps to prevent disclosure of the User-id and/or password to anyone including Bank staff and/ or failing to advise the Bank of such disclosure within a reasonable time and/or Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in the account(s) through the Internet Banking Services.

The Bank shall not be liable for any unauthorized transaction(s) occurring through the use of Internet Banking Services which can be attributed to the fraudulent, dishonest or negligent conduct of the User. The BANK shall not be liable to the account holder(s) for any damages whatsoever

whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the account holder(s) or any other person, if Internet Banking Services access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or Internet or network failure, software or hardware error or any other reason(s) beyond the control of the Bank.

The Bank shall endeavor to take all reasonable steps to maintain secrecy and confidentiality of its customers' account(s) and data but shall not be liable to the account holder(s) for any damages whatsoever caused on account of breach of secrecy/ confidentiality due to unauthorized access, damage, disruption, hacking or technological lapses in the system. The bank shall not be liable for any loss due to unauthorized transfer of funds through unauthorized access, phishing attacks, hacking or by way of any other cyber attacks etc.

The customer should refrain from accessing the resources of the Bank for Internet Banking from public locations like browsing centers which are susceptible for hacking of passwords and other misuse. In any such case, the customer will be responsible and indemnifies Kerala Gramin Bank against any liability, costs and damages arising out of such hacking or misuse.

The customer is aware and acknowledges that fund transfer to other Bank accounts through NEFT/RTGS is to be done within the hours notified from time to time by RBI. Thereby the customer accepts that the Bank shall not be liable in case the customer proceeds on the assumption that the transaction/request are carried out immediately as and when the same are submitted on the net.

• **Indemnity**

The Customer hereby agrees that the Customer shall, at his/its own expense, indemnify, defend and hold harmless Kerala Gramin Bank from and against any and all liability any other loss that may occur, arising from or relating to the operation or use of the Account or the Services or breach, non-performance or inadequate performance by the Customer of any of these Terms or the acts, not-errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations. Under no circumstances shall Kerala Gramin Bank be liable to the Customer for any indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services. Kerala Gramin Bank shall not be liable for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the Customer howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever. If any sum due and payable by the Customer is not paid on the due date, including without limitation any moneys claimed under this Paragraph, the Customer shall be liable to pay interest (both after as well as before any judgement) on such unpaid sum at such rate or rates as Kerala Gramin Bank may from time to time stipulate from the date payment is due up to the date of payment. The Customer shall solely be responsible for ensuring full compliance with all the applicable laws and regulations in any relevant jurisdiction in connection with establishment of his/her Account with Kerala Gramin Bank

and shall indemnify and keep indemnified Kerala Gramin Bank from all actions, proceedings claims, losses, damages, costs and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by Kerala Gramin Bank in connection with any failure to comply with any such applicable laws/regulations.

In consideration of Bank providing the user the Internet Banking, the user shall, at his own expense, indemnify and hold Bank, its directors and employees, representatives, agents and/or sub-agents as the case may be, indemnified against all losses and expenses on full indemnity basis which Bank may incur, sustain, suffer or is likely to suffer in connection with Bank execution of the user's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through Internet Banking for any action taken or omitted to be taken by Bank, its officers, employees, agents and/or sub-agents on the instructions of the user.

Further, the user agrees, at its own expense, to indemnify, defend and hold harmless Bank, its executives and employees, representatives, agents, and sub-agents against any claim, suit, action or other proceeding brought against Bank, its executives and employees, representatives, agents, and sub-agents by a third party, to the extent that such claim, suit, action or other proceeding brought against Bank, its executives and employees, representatives, agents, and sub-agents is based on or arises in connection with the user of Internet Banking with reference to:

- (i) A violation of the Terms contained herein by the user;
- (ii) Any deletions, additions, insertions or alterations to, or any unauthorized use of, Internet Banking by the user;
- (iii) Any misrepresentation or breach of representation or warranty made by the user contained herein; or
- (iv) Any breach of any covenant or obligation to be performed by the user hereunder.
