

Internet Banking Terms & Conditions

IMPORTANT: Please note carefully the User's duties laid down in the Terms set out herein below.

1. Definitions

In this document, the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

Bank

Bank refers to The Nawanagar Co-Operative Bank Ltd., a Co-operative Bank registered under The Gujarat State Co-op Societies Act 1961 and having its Head Office at Nawanagar Bank Bhavan, Hirji Mistry Road, Opp. Pranami School, Jamnagar-361004. The term includes the successors and assigns of The Nawanagar Co-Operative Bank Ltd., and herein after for sake of brevity called '**BANK**'.

Account(s)

"Account(s)" refers to the User's Savings and /or Current Account and / or Fixed Deposit Accounts and / or Loan Accounts and/or any other type of Accounts so designated by the Bank to be eligible account(s) for operation through the use of Internet Banking. The User should be either the account holder or sole signatory or authorized to act alone when there is more than one signatory.

Terms

Terms refers to terms and conditions for use of Internet Banking.

Internet Banking

"Internet Banking" refers to the Internet Banking view-only services offered or provided by The Nawanagar Co-Operative Bank Ltd., to the User and which are described in the Terms by which the User may access information of User's Account(s) with The Nawanagar Co-Operative Bank Ltd., Such Internet Banking may be provided by The Nawanagar Co-Operative Bank Ltd., directly or through its Associates or Contracted Service Providers or Affiliate.

User

"User" refers to a customer of The Nawanagar Co-Operative Bank Ltd. authorised to use Internet Banking or a person requesting the Internet Banking. In this document all references to the User refers to both masculine and feminine gender.

Password

Any confidential password, phrase, code or number, memorable data, or any other identification of any kind issued to the User by The Nawanagar Co-Operative Bank Ltd., or adopted by the User, which may be used either alone or with any Security Certificate / Device or other thing to access or facilitate access to any of The Nawanagar Co-Operative Bank Ltd., Site, Internet Banking and the Services or to effect User's Instructions

Personal Information

"Personal Information" refers to the information provided by the User to The Nawanagar Co-Operative Bank Ltd.

Website

"Website" refers to the website of the Nawanagar Co-operative Bank Ltd., located at the URL www.nawanagarbank.co.in. In this document, the reference to customers in masculine gender shall be deemed to include the feminine gender.

2. Applicability of Terms

These Terms shall form the contract between the User and The Nawanagar Co-Operative Bank Ltd., herein after for sake of brevity called 'Bank' for availing Internet Banking. The User shall apply to BANK in the prescribed form for the use of Internet Banking. Bank shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the Users. In addition to what is provided herein before the User agrees that any use by the User of the Internet Banking shall constitute the User's acceptance of the Terms. The User applying for Internet Banking will also be deemed as acceptance of the Terms and acknowledgement thereof.

3. Internet Banking

- 3.1 For the purpose of availing Internet Banking, the User would need to have legal and valid access to the internet.
- 3.2 Bank may keep its records of the transactions in any form it wishes. Bank's records, unless shown to be wrong, shall be evidence of User's dealings with Bank in connection with the Internet Banking. User agrees not to object to the admission of Bank's records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer. Where the User agrees to give Bank an instruction or request a transaction through the Internet Banking the Terms will apply in addition to the existing terms in respect of User dealings with Bank either in respect of particular accounts or products or generally. In the event of inconsistency, the Terms will apply.
- 3.3 The User shall ensure that Internet Banking or any related service is not used for any purpose which is illegal, improper or which is not authorized under these Terms.
- 3.4 Notwithstanding anything contained in the Terms, due to the nature of Internet Banking, Bank shall not be responsible for any loss or damage to the User's data, software, computer, telecommunication or other equipment caused by using the Internet Banking.
- 3.5 Bank may advise from time to time, the internet software, such as browser, which is required for using Internet Banking. There will be no obligation on the Bank to support these internet software.

4. Internet Banking Access

- 4.1 The User will be allotted an Internet Banking User-Id and password for "Login" in the first instance. The User is advised to change the password assigned by Bank on accessing Internet Banking for the first time. As a safety measure, the User shall change the password as frequently thereafter as possible.
- 4.2 In addition to User-Id and password 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.
- 4.3 The User shall not attempt or permit others to attempt accessing the Account information stored in the computers of Bank or Affiliate through any means other than the Internet Banking.
- 4.4 Bank will never send e-mail or ask the user confidential information such as Password, PIN etc. online. If someone does ask for it, they do not represent Bank.

5. Internet Banking Password

- 5.1 The User acknowledges, represents and warrants that the password which will be issued to the user, provides access to the Account and that User is the sole and exclusive owner and is the only authorized User of the password and accepts sole responsibility for use, confidentiality and protection of the password, as well as for all actions orders and information changes if any, entered into Accounts using such password.
- 5.2 The User grants express authority to Bank for carrying out transactions and instructions authenticated by such password. The User unconditionally undertakes to have Internet Banking password of such number of letters/digits as may be notified by Bank from time to time and ensure that the same is kept confidential and to not let any unauthorized person have access to the internet while the User is accessing the Internet Banking.
- 5.3 If the User forgets the Internet Banking password or the Internet Banking Password gets locked after a number of incorrect attempts, then User can request for change of the password by sending a written request to the Bank. The selection of new password shall not be construed as the commencement of a new contract.

6. Joint Accounts

- 6.1 In case of Joint Accounts, transactions through Internet Banking, the facility of Internet Banking shall be available to the mandate holder. For such joint accounts, one User-Id and password for Internet Banking will be issued to the mandate holder. The other joint account holders shall expressly agree with the arrangement and give their consent on the application

form for use of Internet Banking. All correspondence will be addressed only to the mandate holder in the joint account. 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.

7. Charges & Minimum Balance

- 7.1 Bank reserves the right to charge and recover from the User service charges for providing the Internet Banking. The User hereby authorizes Bank to recover the service charges by debiting any one of the Accounts of the User.
- 7.2 User shall maintain, at all times such minimum balance in Internet Banking account(s) as the Bank may prescribe from time to time
- 7.3 Bank may withdraw the Internet Banking facility, if at any time the amount of deposit falls short of the required minimum and /or service charges remain unpaid and/or conduct of operations in the account are not satisfactory, without giving any further notice to the User and /or without incurring any liability or responsibility whatsoever by reasons of such withdrawal.

8. Application for Facilities through Internet Banking

- 8.1 The User shall have to apply in a prescribed format for the Internet Banking facilities provided by Bank. The facility to the User shall be extended subject to the User complying with Bank's Rules and Regulations and submitting all documents required by Bank in the physical form to Bank's branches. Bank may in its sole discretion reject the application for the facility by the User.
- 8.2 Not all Accounts can be accessed under the Internet Banking.
- 8.3 The User authorises Bank to add all Accounts (including joint accounts) that the User holds with Bank now or in the future, which are available on the Internet Banking, to the Internet Banking.

9. Authority to Bank for Internet Banking

- 9.1 Banking transactions in the Users Internet Banking Account(s) are permitted through Internet Banking only after authentication of the User-Id and password of the User. The User (along with the joint account holders, if any) grant express authority to the Bank for carrying out the Banking transactions performed by him through Internet Banking.
- 9.2 Bank shall have no obligation to verify the authenticity of any transaction / instruction received or purported to have been received from the User through Internet Banking or purporting to have been sent by the User other than by means of verification of the Internet Banking User-Id and the password.
- 9.3 The display or printed output, that is produced by the User at the time of operation of Internet Banking is a record of the operation of internet access and shall not be construed as Bank's record of the relative transactions. The Bank's own record of transactions maintained through computer system or otherwise shall be accepted as conclusive and binding for all purposes.
- 9.4 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.

10. Accuracy of Information

- 10.1 The User is responsible for the correctness of information supplied to the Bank through the use of Internet Banking or through any other means such as electronic mails or written communication. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the User.
- 10.2 Bank accepts no liability for the consequences arising out of erroneous information supplied by the User. If the User notices an error in the information supplied to Bank either in the application form or any other communication, he shall immediately advise Bank which will endeavor to correct the error wherever possible on a "reasonable efforts" basis.
- 10.3 If the User notices an error in the account information supplied to him through Internet Banking or by use of any of the Internet Banking services, he shall advise the Bank as soon

as possible. The Bank will endeavor to correct the error promptly and adjust any interest or charges arising out of the error.

11. Liability of the User and BANK

- 11.1 The User shall not be liable for any unauthorized transactions occurring through the use of Internet Banking which can be attributed to the fraudulent or negligent conduct of employee or agents of the Bank.
- 11.2 If the User has complied with the terms and advises the Bank immediately after he suspects that his User-Id or password is known to another person and/ or notices an unauthorized transaction in his Internet Banking account, he/she shall not be liable for losses arising out of the unauthorized transactions occurring in the Internet Banking accounts after the receipt of such advice by the Bank.
- 11.3 The User shall be liable for some or all losses from unauthorized transactions in the Internet Banking accounts if he/she has breached the terms or contributed or caused the loss by negligent actions such as the following:
- Keeping a written or electronic record of Internet Banking password.
 - Disclosing or failing to take all reasonable steps to prevent disclosure of the Internet Banking User-Id or password to anyone including Bank staff and/ or failing to advise the Bank of such disclosure within reasonable time.
 - Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in the Internet Banking accounts.
- 11.4 The Bank shall not be liable for any unauthorized transactions occurring through the use of Internet Banking which can be attributed to the fraudulent or negligent conduct of the User.
- 11.5 The Bank shall in no circumstances be held liable to the User if Internet Banking 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 beyond the control of the Bank. The grant of Internet Banking to a User is not transferable under any circumstance and shall be used only by the User.
- 11.6 Under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person.

12. Disclaimer & Indemnity

- 12.1 The User indemnifies and hold the Bank harmless against any loss suffered by the Bank, its customers or a third party or any claim or action brought by a third party which is in any way the result of the improper use of Internet Banking by the User. The User expressly agrees that use of the Website is at its sole risk. The Website is provided on an “as is” and “as available” basis.
- 12.2 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.
- 12.3 Bank will not be liable for any virus 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 free.

13. Disclosure of Information

- 13.1 The User agrees that Bank and/or Affiliates 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 Bank may disclose, in strict confidence, to other institutions or persons, such personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic

clearing network, in compliance with a legal directive, for credit rating by recognized credit scoring agencies, for fraud prevention purposes to regulatory bodies, government agencies, law enforcement bodies and courts, for legal proceedings to Users executors, administrator or legal representatives.

13.2 In certain circumstances BANK may not be able to disclose to the User what personal information is held about the User including where.

13.2.1. It will threaten the privacy of other individuals;

13.2.2. The information relates to anticipated legal obligations;

13.2.3. The information relates to anticipated legal proceedings;

13.2.4. The information would reveal BANK's commercially sensitive decision making process;

13.2.5. The law prevents BANK from disclosing the information

14. Change of Terms

14.1 The Bank has the absolute discretion to amend or supplement any of the terms at any time and will endeavor to give prior notice of 15 days for such changes wherever feasible except for changes to interest rates and/ or other variations that are subject to market changes. The Bank may introduce new services within Internet Banking from time to time. The existence and availability of the new functions will be notified to the User as and when they become available. The changed terms and conditions applicable to the new Internet Banking services shall be communicated to the User. By using these new services, the User agrees to be bound by the terms and conditions applicable.

15. Non-Transferability

15.1 The grant of Internet Banking to a User is not transferable under any circumstance and shall be used only by the User. The User shall not assign this agreement to anybody else.

16. Termination of Internet Banking

16.1 The User may request for termination of the Internet Banking any time by giving a written notice of at least 15 days to Bank. The termination shall take effect on or before the completion of the fifteenth day. The User will remain responsible for any transactions made through the Internet Banking until the time of such termination.

16.2 Bank may withdraw or terminate the Internet Banking anytime either entirely or with reference to a specific service or User or in case of breach of Terms by the User without a prior notice or if it learns of the death, Bankruptcy or lack of legal capacity of the User.

16.3 The closure of all Internet Banking Accounts of the User will automatically terminate the Internet Banking service.

17. Applicability to Future Accounts

17.1 BANK and the User agree that if the User opens further Accounts with/subscribes to any of the products/services of Bank or any of the Affiliates, and Bank extends the Internet Banking to such Accounts or products or services and the User opts for use thereof, then the Terms shall automatically apply to such further use of the Internet Banking by the User.

18. General

18.1 The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause. The User shall not assign this agreement to anybody else. The Bank may sub-contract and employ agents to carry out any of its obligations under this contract. The Bank may transfer or assign its rights and obligations under this contract to any other company.

19. Right of Set-off and Lien

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

20. Proprietary Rights

20.1 BANK shall make reasonable efforts to advise from time to time the Internet software such as browsers, which are required for availing of Internet Banking. There will be no obligation on 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 as well as other Internet related software which are required for accessing Internet Banking is the legal property of the respective vendors. The permission given by Bank to access Internet Banking will not convey any proprietary or ownership rights in such software. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking or create any derivative product based on the software.

21. Notice under these Terms and Conditions may be given by Bank and the User

21.1 Notice can be sent electronically to the mailbox of either party and such notice will be regarded as being in writing.

21.2 In writing by delivering them by hand or by sending them by post to the last address given by the User and in case of Bank to the address mentioned in the heading above or any other address as informed by the Bank to the User for communication Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available mode of communication related to Internet Banking.

21.3 In addition Bank may also publish notices of general nature which are applicable to all Users of Internet Banking on its website www.nawanagarbank.co.in such notice shall have same effect as a notice served individually to each User.

22. Copyrights, Trademarks and Copying Materials

22.1 Please note that www.nawanagarbank.co.in and the logo are exclusive property of BANK.

22.2 BANK has the license for or own all copyrights for its internet website(s) through which the User access the Internet Banking and all trademarks and other materials used on it.

23. Governing Law

23.1 These terms and conditions and/ or the operations in the accounts of the User maintained by the Bank and/ or the use of the services provided through Internet Banking shall be governed by the laws of the Republic of India and no other nation. The User and the Bank agree to submit to the exclusive jurisdiction of the courts located in Jamnagar, Gujarat as regards any claims or matters arising under these terms and conditions.

23.2 The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the Internet Banking service can be accessed through internet by a User in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/ or the operations in the Internet Banking accounts of the User and/ or the use of Internet Banking.