

Terms & Conditions

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

"Account(s)" or **"Accounts"** or **"Account"** refers to the user's bank account(s), loan / facility account(s), depository account(s) and/or any other type of account(s), so maintained with Citizens Co-operative Bank Ltd. or its Affiliate which are eligible Account(s) for purposes of Internet Banking. In the event there is more than one bank account linked to the same user-id, then in every such case, one shall be designated as the Primary Account and all other bank accounts of the user, shall be referred to as Secondary Account(s).

"Affiliate" of Citizens Co-operative Bank Ltd. shall mean and include any company which is the holding company or subsidiary of Citizens Co-operative Bank Ltd., or any person under the control of or under common control with Citizens Co-operative Bank Ltd. or in more than 26% of the voting securities of which Citizens Co-operative Bank Ltd. has a direct or beneficial interest or control.

For the purpose of this definition of Affiliate, **"control"** together with grammatical variations when used with respect to any person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and **"person"** means a company, corporation, a partnership, trust or any other entity or organisation or other body whatsoever.

"User" or **"user"** refers to a customer of Citizens Co-operative Bank Ltd. and/or of the Affiliates authorised to use Internet Banking. In case of the user being a minor, the guardian of such minor shall be permitted to use Internet Banking.

"Citizens Co-operative Bank Ltd." refers to Citizens Co-operative Bank Ltd. Limited, a Co-operative Bank incorporated under the Co-operative Societies Act (Gujarat State) and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at Jawahar Road, Nr. M.G. Vidhyalay, Rajkot 360 001.

"Web Base Report" refers to the internet banking service offered by Citizens Co-operative Bank Ltd. to the user including services such as enquiry about balance in the Account, details about transactions in the Account(s), statement of Account, and any other service as Citizens Co-operative Bank Ltd. may decide to provide from time to time through internet. The availability/non-availability of a particular service shall be communicated to the user through email, web page of Citizens Co-operative Bank Ltd. or in writing as may be deemed fit by Citizens Co-operative Bank Ltd.. Such Internet Banking may be provided by Citizens Co-operative Bank Ltd. directly or through its associates or contracted service providers.

"Personal Information" refers to the information provided by the user to Citizens Co-operative Bank Ltd..

"Terms" refer to terms and conditions herein for use of Internet Banking.

"Payee Registration Confirmation" refers to confirmation of Payee Registration to whom User will transfer Fund(s).

"Payer" refers to the person who holds the Debit Account(s).

"Payee" refers to the person to whom the Payer will transfer Fund(s).

"Debit Account(s)" refers to any account(s) of the Payer maintained with any bank for which a valid ECS debit mandate has been procured in accordance with the ECS guidelines prescribed by the Reserve Bank of India.

"Credit Account(s)" refers to any Account(s) of the Payee / User maintained with Citizens Co-operative Bank Ltd. for which a valid ECS debit mandate has been given by the Payer in accordance with the ECS guidelines prescribed by the Reserve Bank of India.

"Receive Funds Facility" refers to transfer of funds to the Account of the User from the Debit Account of the Payer.

"Last date for edit" refers to the date before which the User can choose to cancel/modify the Payment Instruction.

"Payment Date" refers to the date indicated for a credit into the Account by the User in the Payment Instruction.

"Payment Instruction" refers to instructions given by the User for a credit transaction to the Account.

"Website" refers to the website owned, established and maintained by Citizens Co-operative Bank Ltd. located at the URL www.citizensbankrajkot.co.in In these Terms, unless the contrary intention appears:

(a) a reference to :

an **"amendment"** includes a supplement, modification, novation, replacement or re-entitlement and **"amended"** is to be construed accordingly;

an **"authorisation"** or **"approval"** includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;

"law" includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/ submission of the application form or thereafter and each as amended from time to time.

(b) the singular includes the plural (and vice versa);

(c) the headings in these Terms are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms;

(d) reference to the words "include" or "including" shall be construed without limitation;

(e) reference to a gender shall include references to the female, male and neuter genders;

2. Applicability of Terms : These Terms form the contract between the user and Citizens Co-operative Bank Ltd. for availing Internet Banking. The user shall apply to Citizens Co-operative Bank Ltd. in the prescribed form for use of Internet Banking. Citizens Co-operative Bank Ltd. shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the users. By applying for or availing of Internet Banking, the user acknowledges and accepts these Terms. Notwithstanding anything contained herein, all terms and conditions stipulated by Citizens Co-operative Bank Ltd. and/or its Affiliates pertaining to the Account(s) and/or to any services/facilities offered by Citizens Co-operative Bank Ltd. and/or its Affiliates, shall continue to be applicable to the users, provided, however, in the event of a conflict in such other terms and conditions stipulated by Citizens Co-operative Bank Ltd. and/or its Affiliates and the Terms herein, the Terms shall have an overriding effect. These Terms will be in addition to and not in derogation of the terms and conditions relating to any Account(s) of the user and/or to those relating to services/facilities offered by Citizens Co-operative Bank Ltd. and/or its Affiliates and availed by the user. The user agrees that in the event the user avails of any services/ facilities offered by Citizens Co-operative Bank Ltd. through the Website, the user shall be bound by all the terms and conditions stipulated by Citizens Co-operative Bank Ltd. pertaining to such services/facilities, offered by Citizens Co-operative Bank Ltd. and availed by the user through the Website.

3. Internet Banking : For the purpose of availing Internet Banking, the user would need to have legal and valid access to the internet.

The information provided to the user through the Internet Banking is not updated continuously but at regular intervals. Consequently, any information supplied to the user through Internet Banking will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the user. Citizens Co-operative Bank Ltd. shall not be liable for any loss that the user may suffer by relying on or acting on such information. Citizens Co-operative Bank Ltd. may keep its records of the transactions in any form it wishes. In the event of any dispute, Citizens Co-operative Bank Ltd.'s records shall be binding as the conclusive evidence of the transactions carried out through Internet Banking in the absence of clear proof that Citizens Co-operative Bank Ltd.'s records are erroneous or incomplete.

Any request for any service/facility, which is offered as a part of Internet Banking, shall be binding on the user as and when Citizens Co-operative Bank Ltd. receives such a request. If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the user, Citizens Co-operative Bank Ltd. shall not be required to act on the request until it receives such documentation from the user.

In the event the User gives an instruction to Citizens Co-operative Bank Ltd. to debit his/her Account for payment of an amount from the Account, the instruction shall be executed on a real time basis unless otherwise specified by Citizens Co-operative Bank Ltd. to the User. Hence the User shall not be able to give any instruction to Citizens Co-operative Bank Ltd. to stop the payment from the Account and the amount debited from the Account shall not be reversed back to the Account. However if the User has scheduled a transaction to be processed on a future date and wishes to cancel the transaction and/or give any instructions to Citizens Co-operative Bank Ltd. to stop the payment from the Account, the User shall be required to make such cancellations /give stop payment instructions online one day prior to the schedule date of the transaction.

In case of any request for a service relating to any foreign currency transaction made by the user, the exchange rates quoted by Citizens Co-operative Bank Ltd. shall only be provisional and shall be subject to future variations in the exchange rate. The rate at which the transaction is given effect to would be the effective rate for all intents and purposes.

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 authorised under these Terms.

4. Unauthorised 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 Internet Banking. Citizens Co-operative Bank Ltd. shall take all commercially reasonable care to, ensure the security of and to prevent unauthorised access to the Internet Banking using commercially reasonable technology available in India to Citizens Co-operative Bank Ltd.

5. Internet Banking Access: The user would be allotted an Internet Banking user-id and a set of secret passwords by Citizens Co-operative Bank Ltd. in the first instance. The user will be required to change the password assigned by Citizens Co-operative Bank Ltd. on accessing Internet Banking for the first time. As a safety measure, the user shall change the password as frequently thereafter as possible. The User shall also be given a one-time facility to change the user-id, available only after logging in to Internet Banking, to such user-id as may be suggested by Citizens Co-operative Bank Ltd. or as per User's own discretion. The User unconditionally undertakes to have the user-id of such number of letters/digits as may be notified by Citizens Co-operative Bank Ltd. at the time the User attempts to change the user-id and ensure that the same is kept confidential; and to not let any unauthorised person have access to the internet while the User is accessing the Internet Banking. If the User forgets the user-id or the same gets disabled after a number of incorrect password attempts, upto such number as may be intimated by Citizens Co-operative Bank Ltd. from time to time, then the user may request for the re issue of his user id through the Citizens Co-operative Bank Ltd. Branch and this shall not be construed as the commencement of a new contract. In addition to user-id and password Citizens Co-operative Bank Ltd. 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. The user shall not attempt or permit others to attempt accessing the Account information stored in the computers of Citizens Co-operative Bank Ltd. through any means other than the Internet Banking.

6. Internet Banking Password : The user acknowledges, represents and warrants that the password which will be issued to it, provides access to the Account and that user is the sole and exclusive owner and is the only authorised user of the password and accepts sole responsibility for use, confidentiality and protection of the password, as well as for all orders and information changes (i.e., change of address) entered into Accounts using such password. The user grants express authority to Citizens Co-operative Bank Ltd. 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 Citizens Co-operative Bank Ltd. from time to time and ensure that the same is kept confidential; and to not let any unauthorised person have access to the internet while the user is accessing the Internet Banking. If the user forgets the Internet Banking password or the Internet Banking Password gets locked after a number of incorrect attempts, upto such number as may be intimated by Citizens Co-operative Bank Ltd. from time to time, then the user may request for the issue of a new password through the Citizens Co-operative Bank Ltd. 24-Hour Customer Care Centre, Internet Banking Channel or the Citizens Co-operative Bank Ltd. Branch and this shall not be construed as the commencement of a new contract. Such Password may be issued within such time as may be intimated by Citizens Co-operative Bank Ltd. from time to time. The user agrees and acknowledges that Citizens Co-operative Bank Ltd. shall in no way be held responsible or liable if the user incurs any loss as a result of information being disclosed by Citizens Co-operative Bank Ltd. regarding his Account(s) or carrying the instruction of the user pursuant to the access of the Internet Banking and the user shall fully indemnify and hold harmless Citizens Co-operative Bank Ltd. and the Affiliates in respect of the same. The 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. The User agrees and acknowledges that any loss, damage, liability caused or suffered by the User due to disclosure of all information of confidential nature shall be borne by the User without transferring any liability or responsibility towards Citizens Co-operative Bank Ltd.. The user shall comply with such guidelines, instructions or terms as Citizens Co-operative Bank Ltd. may prescribe from time to time with respect to the password.

7. Charges : Citizens Co-operative Bank Ltd. reserves the right to charge and recover from the user, service charge for providing the Internet Banking. The user hereby authorises Citizens Co-operative Bank Ltd. to recover the service charge by debiting one of the Accounts of the user or by sending a bill to the user who will be liable to make the payment within the specified period. Failure to do so shall result in recovery of the service charge by Citizens Co-operative Bank Ltd. in a manner as Citizens Co-operative Bank Ltd. may deem fit along with such interest, if any, and/or suspension of the facility of Internet Banking without any liability to Citizens Co-operative Bank Ltd.

8. Maintenance of Sufficient Balance : The user shall ensure that there are sufficient funds (or prearranged credit facilities) in any Account for transactions through the Internet Banking, and Citizens Co-operative Bank Ltd. shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that Citizens Co-operative Bank Ltd. shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the user and the user shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related to costs and charges. Citizens Co-operative Bank Ltd. may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation Citizens Co-operative Bank Ltd. may levy service charges for use of Internet Banking which will be notified by Citizens Co-operative Bank Ltd. to the user from time to time. Any change in such service charges will also be notified to the user. The user authorises Citizens Co-operative Bank Ltd. to recover all charges related to Internet Banking as determined by Citizens Co-operative Bank Ltd. from time to time by debiting one of the Accounts. Citizens Co-operative Bank Ltd. may withdraw the provision of Internet Banking, wholly or partly, if at any time the amount of deposit falls short of the required minimum as aforesaid and / or if the service charges remain unpaid, without giving any further notice to the user and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

9. Other Terms & Conditions: Other terms & Conditions are shown in our login page for our Customers, which should be noted.

Signature

Date