

TERMS & CONDITIONS

Terms and Conditions and Rules for the services for all Current (including Overdraft Accounts), Savings and Fixed Deposit Accounts, including overdraft accounts.

This document lays out the Terms & Conditions (T&Cs) and Rules for the Services which shall be applicable to all existing, new or future, Current (including Overdraft) Account(s), Savings Account(s) and Fixed Deposit Account(s) (Collectively called "the said Account(s)") with any one or more branches of Standard Chartered Bank in India (hereinafter called the 'Bank') which are subject to change. The word 'Account' refers to all accounts existing in the present and in future (including but not limited to any changed or altered form), (in any form whatsoever including but not limited to usual Banking Services and any kind of Banking or Financial relationship), either held and/or operated and/or transacted single and/or jointly at the Bank. The word 'Customer' refers to the person or person(s) in whose name the said Account(s) with the Bank are existing, may be opened (changed) now / any time in future. The word Customer shall include both singular and plural, (for purposes of reference to joint account holders, individually and collectively). The word "Customer" shall be hereinafter used for both, the genders and for the sake of convenience is being referred to in the masculine gender. The word "Instrument" means cheques, drafts, pay-orders, etc.

Anything contained herein may or may not apply, or be modified, added to, amended with reference to NRI/OCB/PIO accounts as the Bank may deem fit in view of its own decision and what the laws in India permit.

The Customer agrees to comply with and be bound by the T&Cs as existing now and with all additions, modifications and addendum thereto made at any time, and recognizes that the T&Cs herein are without prejudice to any right that the Bank may have with respect to the Account in law or otherwise. The T&Cs may be read as a stand-alone document or be read with other such documents as may apply to a particular Account/ situation/ circumstance or transaction

The account holder(s) shall abide by the rules of the Bank regarding the conduct of the account and the rules and regulations pertaining to Phone Banking, ATM/Debit Card, Door Step Banking, Internet Banking (Electronic Banking) facilities and comply with them/any other rules that may be in force from time to time.

1 ACCOUNT RULES

1.1 CURRENT ACCOUNTS

1.1.1 OPENING AN ACCOUNT

- Current Account can be opened by Individuals, Hindu Undivided Families, Sole Proprietorship Concerns, Partnership Firms, Private/Public Limited Companies, Associations, Clubs, Societies, Trusts or other Institutions, upon being introduced in a manner satisfactory to the Bank and in line with prudential / Know-Your-Customer ('KYC') guidelines issued by the Reserve Bank of India (RBI) from time to time. It shall also be at the sole discretion of the Bank.
- Current Account can be opened either singly or jointly, with one or more persons. A Current Account opened jointly with one or more persons can be operated either jointly or severally as mandated with the Bank. The mandate decided upon will also hold for survivor/s in case of accounts opened by individuals. The account holder can also authorise persons to operate the account on his behalf by providing a power of attorney, at the sole discretion of the Bank.
- Any request for change in the signatories or in the operation mandate of the Current Account must be made in writing signed by all account holders along with all documents as may be prescribed by the Bank in its sole discretion. The same will be instructed as not duly received by the Bank unless it is acknowledged by the Bank as having received the request.
- The Current Account holder will provide details of any credit facilities they so enjoy with one or more other Banks. The Current Account holder agrees that the Bank, at its sole discretion, may permit the opening a Current Account with the Bank, subject to such conditions as the Bank may prescribe.

1.1.2 WITHDRAWALS AND INTEREST

- The Bank shall not pay interest on monies lying in Current Accounts as per the applicable guidelines prescribed by Reserve Bank of India (RBI) from time to time.
- The Current Account should not be overdrawn
- No instrument should be drawn on the Current Account in anticipation of realisation of any other instrument or against uncleared effects, unless previously agreed in writing with the Bank. If an instrument is drawn in anticipation of realisation of any other instrument or against uncleared effects, the Bank may (without being bound to) honour such instrument and in such an event the Bank may, at its sole discretion, levy penal / commercial rate of interest and may treat it as an overdraft.
- Customers will repay to the Bank on demand and unconditionally the amounts of overdrafts that the Bank may grant from time to time in the account together with interest accrued thereon. This should not be construed as an agreement, either expressed or implied, that the Bank is bound to grant any overdraft facility whatsoever. The Bank reserves the right to grant or deny customers requests for overdrafts.
- For overdrawn accounts, interest will be charged at prevailing interest rates on daily outstanding (balance).

Unless previously agreed in writing with the Bank, the Bank is not obliged to honour any instrument drawn on the Current Account if in doing so the Current Account would become overdrawn and in this circumstance, the Bank reserves the right to debit the Current Account with the charge of each returned instrument.

- Cash withdrawals should only be made using the printed cheque forms supplied by the Bank and / or through ATMs.
- As per the finance bill of 2005 the following charges will apply on your current account transactions
 1. Withdrawal of cash (by whatever mode i.e by cheque/ counter cheque/ through logistics/ on an ATM/ debit card at our Bank ATM/ other Bank ATMs and POS Cash advances) on any single day from a single account (excluding savings accounts) exceeding ?
 - Rs.25,000/- (for individuals/ HUF)
 - Rs.100,000/- (for any other entities)The tax here is leviable on the debit account
 2. Receipt of cash from break/ maturity payment of one or more term deposits (INR and Foreign Currency) exceeding
 - Rs.25,000/- (for individual / HUF)
 - Rs.100,000 (for other entities)The tax here is deductible from the amount being paid out
The tax rate is 0.1% of the amount of cash withdrawn or cash received on encashment of the term deposits.
- The Bank may, at its sole discretion, close the Current Account in case in case of irregular / improper conduct of account, which will include but not limited to non-maintenance of stipulated minimum balances, cheques are returned frequently for want of funds, etc.

1.2 SAVINGS ACCOUNTS

1.2.1 OPENING AN ACCOUNT

- Savings Account may be opened by individuals, nonprofit making Trusts/Associations/Clubs and Hindu Undivided Families (henceforth referred to as HUF) upon being properly introduced in a manner approved by the Bank and consistent with prudential / KYC guidelines issued by RBI from time to time and requirements of the Bank.
- Savings Account can be opened either singly or jointly, with one or more persons. A Savings Account opened jointly with one or more persons can be operated either jointly or severally or as per the mandate made available by the Bank. The arrangement decided upon will also hold for survivor/s in case of 'individuals' accounts. The account holder can also authorise persons to operate the account on his behalf by providing a power of attorney, at the sole discretion of the Bank.
- Savings account can be opened by for the sole purpose of savings and not for the purpose of business / trading / professional / profit making activity activity.
- Only the Karta elected in writing by all coparceners of the HUF can operate Savings Account opened in the name of a Hindu Undivided Family (HUF). The Bank shall deal only with the male Karta elected by the HUF.
- Any request for change in the signatories or in the operation mandate of the Savings Account must be made in writing signed by all account holders along with all documents as may be prescribed by the Bank in its sole discretion. The same shall not be construed to have been duly received by the Bank unless it is acknowledged by the Bank as having received the request.
- An account may be opened on behalf of a minor by his/her natural guardian, or by a guardian appointed by a court of competent jurisdiction.

1.2.2 WITHDRAWALS AND INTEREST

- Total number of withdrawals during each six-monthly period should not exceed fifty or as may be prescribed by the Bank from time to time. The Bank reserves the right to apply a service charge if more than the prescribed number of cheques are drawn in any six month period.
- Withdrawals using withdrawal slips supplied by the Bank can only be made in case of Savings account opened by individuals and by the account holder in person.
- The Savings Account should not be overdrawn
- No instrument should be drawn on the Savings Account in anticipation of realisation of any other instrument or against uncleared effects, unless previously agreed in writing with the Bank. If an instrument is drawn in anticipation of realisation of any other instrument or against uncleared effects, the Bank is not obliged to honour any cheques drawn by the account holder/s if in doing so, the account would become overdrawn and in this circumstance, the Bank reserves the right to debit the account with the charge for each returned cheque also treat the balance in an overdraft.
- The rate of interest on savings accounts is subject to change from time to time in accordance with directives of the RBI. Interest will be calculated on the minimum credit balance between the close of business on the 10th and the last day of each calendar month. Interest will be paid at quarterly rests or any other rests as the bank may decide from time to time.
- The Bank reserves the right to close the Savings Account in case in case of irregular / improper conduct of account, which will include but not limited to non-maintenance of stipulated minimum balances, cheques are returned frequently for want of funds, etc, at the sole discretion of the Bank.

1.3 TIME DEPOSIT ACCOUNTS

- The Bank accepts deposit for fixed periods. Details about various periods, current rates of interest and minimum deposits are available upon request.
- The deposits accepted under the scheme are not transferable and are payable only on maturity.
- The rate of interest is subject to the directives that may be issued by the RBI from time to time as well as to the guidelines issued by the Bank. The Bank has the right to offer differential rates over a prescribed value as decided from time to time by the RBI.
- Deposits are accepted in accordance with the directives laid down by the RBI from time to time. The terms and conditions applicable may be altered in pursuance of these directives and the same will be binding on the depositor(s) with or without notice.
- In terms of the Income Tax Act provisions, repayment of deposits (if total amount of deposit held by a customer together with interest aggregating Rs. 20,000/- or more) shall be made by an "Account Payee Cheque" or "Account Payee Bank Draft" in the name of the account holder/s or by crediting the amount to the account, if any, of the depositor/s with the Bank. This would be subject to change as per directions of the Income Tax Authorities.
- The deposit will be automatically renewed on the due date for an identical period at the applicable rate of interest ruling on the date of maturity unless written instructions to the contrary are received from the depositor by the Bank at least one working day prior to maturity. Reinvestment deposits will be renewed with interest whereas for fixed deposits only the principal will be renewed. Interest on fixed deposits will be credited to the current/savings account of the customer. The renewal will be in accordance with the provision of the relevant RBI scheme / guidelines in force at the time of renewal.
- The bank maintains the right to allow premature withdrawal of time deposits at its discretion. The bank however does not permit the partial premature withdrawal of time deposits. If premature withdrawal is permitted, the payment of interest on the deposit may be allowed in accordance with the prevailing stipulations laid down by RBI as well as guidelines issued by the bank in this regard. The Bank shall pay interest and /or charge prepayment penalty on the deposit which is prematurely withdrawn in accordance with the applicable rules laid down by the Bank and Reserve Bank of India.
- The Bank shall, on written request from all depositors, allow withdrawal of a Resident/NRO Term Deposits and NRE/FCNR Deposits prior to the date of its maturity. The interest on prematurely withdrawn Resident/NRO Term Deposits and NRE/FCNR Deposits will be paid for the period that such deposit is held, at the rate prevailing on the date of placement of such deposit or the contracted rate, whichever is lower, subject to a deduction of a 1 % penalty. In the event interest already paid is in excess of what is payable, the excess interest shall be recovered from the proceeds of the Deposit. However, no interest will be paid on in case of NRE/FCNR Deposits prematurely withdrawn before the expiry of 1 (one) year from the date of deposit or its renewal. However, the Bank, at its discretion, may disallow premature withdrawal of large deposits held by entities other than individuals and Hindu Undivided Families. Signature of all the Joint Account holders is necessary for such premature breakage unless otherwise previously authorised in writing by the account/deposit holders. The Bank shall permit account/deposit holders to make a premature breakage of Resident/NRO Term Deposit provided that the recovery of interest already paid is be recovered from the proceeds of such Resident/NRO Term Deposit, as the case may be
- Tax is deductible by the bank if the total interest earnings of all resident fixed deposits of the customer during the financial period 1 April to 31 March are in excess of the threshold amount prescribed. The Government of India may change these thresholds. The deduction of tax is on a payment basis, except as at 31 March when it is on an accrual basis. The rate at which the tax will be deducted will be as per the applicable/governing laws. Once the tax has been deducted by the Bank, it will not be refunded and to obtain the requisite refunds on account of tax deducted at source shall be the sole liability and responsibility of the Customer.
- The bank is authorised to prematurely or otherwise encash the deposit as per the signature mandate for operation of the current/savings account.
- Recurring deposit installments should be paid regularly on or before the agreed date and no installments should be in arrears during a month. If no date is agreed, the last date of the calendar month will be considered as the date of payment.
- In case of default(s) in the payment of monthly installments under the Recurring Deposit Scheme, the Bank will at its sole discretion, with or without notice to the depositor(s), either levy penalty or stop the account and transfer the balance to a non-interest bearing account. The Bank reserves the right to change the penalty so levied at its sole discretion.
- An account may be opened on behalf of the minor by his/her natural guardian, or by a guardian appointed by a court of Competent Jurisdiction.
- Upon the minor attaining majority, the right of the guardian to operate the account will be deemed to belong exclusively to the hitherto minor who has attained majority. The minor should acknowledge / opt for operating the account as a major in writing.
- Payment of proceeds of matured deposits will have to be collected by the Depositors in the form of pay orders or on instruction will be credited to their accounts or will be sent by courier to their address as per their request in the account opening form. Where courier delivery is requested, the Bank will not be responsible for any delay and no claims against such delay whatsoever will be entertained.
- All Resident/NRO time deposits which have not been renewed or redeemed on or after their respective maturity date ("overdue deposits") will earn interest for the period after the date of maturity till the date of redemption of the

deposit as per the interest rate applicable below: The interest rate applicable shall be either the prevailing Resident/NRO Savings Bank rate at the time of redemption of the deposit or the Resident/NRO Savings Bank rate at the maturity date of the deposit, whichever is lower.

- All NRE deposits which have not been renewed or redeemed on or after their respective maturity date ("overdue deposits") will earn interest for the period after the date of maturity till the date of redemption of the deposit as per the interest rate applicable below: The interest rate applicable will be either the prevailing NRE Savings Bank rate at the time of redemption of the deposit or the NRE Savings Bank rate at the maturity date of the deposit, whichever is lower."
- All FCNR deposits which have not been renewed or redeemed on or after their respective maturity date ("overdue deposits") will earn interest on the basis of guidelines issued by the Reserve Bank of India at the time of redemption of the deposit.

1.4 2-IN-1 DEPOSITS 2-IN-1 ACCOUNTS

- All the applicable terms and conditions for savings/ current accounts and term deposits are applicable to 2-in-1 accounts. Along with the same, the following terms and conditions are applicable.
- A 2in1 Account is a cluster deposit (hereafter called 'linked deposit') which is opened along with a Savings / Current Account (hereafter called 'linked transaction account').
- The account holder can issue a cheque or use the ATM/ Debit card on his linked transaction account. In the event of a shortfall in the linked transaction account, the bank automatically uplifts the required units of the linked deposits to meet the shortfall. This means that the account holder is not required to give separate instructions for upliftment of deposits. At time of upliftment, penalty as per the bank's rules is applicable.
- The account holder can also use the ATM/ Debit Card to withdraw money from his 2in1 deposit through the cluster 2in1 limit facility. 75% of the value of all linked deposits is held as a limit in the customer's transaction account. This limit can be used to withdraw the required sum from the ATM.
- In case of Fixed Deposits, interest will be credited to the linked savings/current account at quarterly intervals unless instructions to the contrary are received from the account holder by the Bank.
- In case if the depositor/s issue cheques on the linked savings/current account, the Bank is authorised to:
- honour these cheques (issued according to the mandate of the savings/current account) even if there is a shortfall, provided the shortfall is not more than the aggregate deposits the depositor/s may have with the Bank under this scheme in the same name/order of names.
- uplift the required amount in account holder's account(s) to meet the shortfall, provided that if the depositor/s have more than one deposit under the scheme, the last deposit made under the scheme will be used first to meet the shortfall and if this is not adequate, to uplift the deposit made prior to the last deposit and so on, until the shortfall is fully met.
- Clearly, if a deposit is not a 2-in-1 deposit it will not be considered for calculating aggregate balances for honoring cheques debited to the linked savings/current account.
- The Bank is also authorised to prematurely or otherwise encash the deposit as per the signature mandate for the operation of the linked savings/current account.
- The Bank is authorised to accept future deposits under the 2-in-1 scheme in the same name/order of names as the opened 2-in-1 account with the subsequent deposit account opening form to be signed as per the signature mandate for account operation of the linked savings/current account.
- Account Holders shall always maintain an average quarterly balance determined by the bank from time to time, which would mean, an average of the combined total amounts in all their Saving or Current account plus the amounts in all their linked Fixed Deposits. If at anytime, the said average balance falls below the stipulated balance, then the Bank shall levy and recover a charge as per the current service charges/tariff rate, by debiting their Saving or Current account or by uplifting (breaking) any of their linked Fixed deposits and recovering the charge from these deposits to that extent. The Account Holders further agree and declare that, they shall not dispute the levy and recovery of the said charge as stated above or any other charge which the Bank is required to recover as per its Account Rules and Service charges. The Account Holders also agree that the Bank shall reserve its right, to amend the account rules and service charges/tariff without any prior notice.
- TDS is deducted as per applicable Income Tax rules.

1.5 RULES COMMON TO SAVINGS/CURRENT AND NON RESIDENT ACCOUNTS

- The initial minimum deposit to open Savings/Current/Fixed Deposit/Non-Resident account is as per the Bank's current norms. The Bank reserves the right to change initial minimum balance criterion without prior notice of the same.
- Minimum account balances as per the Bank's norms should always be maintained, failing which a service charge will be levied. Service charges will be levied as decided by the bank from time to time. The bank reserves the right to close accounts where minimum account balances as per the Bank's norms are not maintained.
- When an account is closed either by the account holder/s or by the Bank, the account holder/s is/are required to return all the unused cheques/ATM/Debit card (if any) to the Bank.

- A charge as per the Bank's current tariff will be recovered from an account holder who closes an account before the expiry of specified months from the date of opening the account.
- The holders of Savings/Current/Fixed Deposit/Non-Resident Account shall not dispute the levy and recovery of the charges as stated above or any other charge, which the Bank is required to recover as per its Account Rules and Service charges.
- In the event of any failure on the customer's part to comply with all or any of the guidelines/rules/law laid down by RBI, the Bank, Government of India or any other duly constituted regulatory body or authority, the customer agrees to forfeit all rights to the account/deposit and the said banking facilities and further agree to be debarred from holding/operating and using the account/deposit and/or the said banking facilities. In the event of any default or breach committed by the customer of any of the aforesaid provisions, guidelines, rules, indemnity, terms and conditions or any law of statute, the customer(s) shall indemnify the Bank of any loss or damage that may be caused to it. The Bank may adopt such action, as it deems fit on the happening of such event.

1.6 RESIDENT FOREIGN CURRENCY (DOMESTIC) ACCOUNTS

A person resident in India may open, hold and maintain a foreign currency account known as Resident Foreign Currency (Domestic) account out of foreign exchange acquired in the form of currency notes, bank notes and travelers Cheques:

- (a) while on a visit to any place outside India by way of payment for services not arising from any business in or anything done in India; or
- (b) from any person not resident in India and who is on a visit to India, as honorarium or gift or for services rendered or in settlement of any lawful obligation; or
- (c) by way of honorarium or gift while on a visit to any place outside India; or
- (d) represents the unspent amount of foreign exchange acquired by him from an authorized person for travel abroad; or
- (e) earned and/or gifts received from close relatives (as defined in the Companies Act) and repatriated to India through normal banking channels by resident individuals. Foreign exchange earnings could be through export of goods and/or services, royalty, honorarium, etc.

The permissible debits to the account shall be for payments towards a current account transaction in accordance with provisions of the Foreign Exchange Management (Current Account Transactions) Rules, 2000 and towards a capital account transaction permissible under the Foreign Exchange Management (Permissible Capital Account Transactions) Regulations, 2000.

No interest shall be payable on this account. Accounts can be maintained in USD, GBP and EUR These accounts can be sole accounts only and Nomination facility is available on these accounts.

The customer shall abide by all the Exchange Control Regulations and guidelines as stipulated by the Reserve Bank of India, from time to time, covering the operations of the account. Additionally the customer shall confirm the following for issuance of the cheque book.

1. The cheques will be issued for approved purposes only and the relevant exchange control regulations governing the transaction will be complied with.
2. The relevant documents giving complete details of the payment along with an application on Form A1/A2 shall be submitted within 7 days to the bank, from the date of issue of the cheque.
3. In the event of non-compliance of the above, there is no onus on the part of the bank to make any payment and the bank can return the cheque issued

Funds in these accounts can be converted to INR and used for any purpose (current & capital account transactions) without any restrictions. Drawals in foreign currency can be done in the same manner, with the same limits and documentation requirements as can be done from INR denominated accounts of these individuals as permitted under FEMA.

Customer's presence is required at the Bank for all credits (including the Funding Transaction). The CDF (currency declaration form as per FEMA Regulations as amended from time) must be provided in all cases where aggregate value of foreign exchange in the form of currency notes, bank notes or travellers cheques brought in by such person does exceed USD 10000/- or its equivalent and/or the aggregate value of foreign currency notes brought in by such person exceeds USD 5000 or its equivalent.

1.7 ACCOUNT CLOSURE

Without any reason and without assigning any reason, Bank may in its absolute discretion be entitled to close any Account by giving 15 days written notice to this effect to the Customer. Bank shall not be liable for any consequences arising out of such closure of any Account including but not limited to return of cheques unpaid after the expiry of such notice period. On closure of Account, Bank shall remit the amount outstanding to the credit of the Account, if any, by Pay order/cheque to the address of the Customer recorded with the Bank. Customer may close the Account at any time without any notice to the Bank. However the Bank shall be entitled to refuse the closing of the Account till such time: all charges, interest, expenses, etc. payable by the Customer to the Bank have been paid in full.

It shall be the responsibility of the Customer that at the time of closing of Account, the Customer shall return all of the unused cheque leaves to the Bank. The Customer shall also inform the Bank with regard to the cheques issued but yet to be presented. Notwithstanding the above, the Account may be closed at the Customer's request and in case any cheque issued by the Customer is presented to the Bank after the closure, the Customer shall alone be responsible for dishonour of the same. The Customer shall indemnify and keep the Bank indemnified against any loss or damage that the Bank may suffer on account of dishonour of cheque due to closure of the Account. Without prejudice to the Bank's right to claim from any of the Customer's funds/ assets/ account(s) in the Bank's possession or care, the Customer hereby unconditionally, irrevocably and without demur agrees and undertakes to immediately pay the Bank, in such manner as specified, upon the Bank written demand and without cavil or argument any sum or sums so claimed.

2 APPLICABLE/GOVERNING LAW

All Accounts shall be governed and be subject to laws of India and guidelines as may be issued by Reserve Bank of India from time to time. The Courts of the city in which the branch of the Bank in which the Account is/was opened shall have the exclusive jurisdiction and the Customer and the Bank unconditionally submit to jurisdiction of those

courts. Notwithstanding the above this shall be without prejudice to the Bank also having the right to bring /file a claim in any other court or judicial forum at any other jurisdiction in India or outside India. The position or decision as that the Bank may take on anything related to the Account shall also be final and cannot be disputed by the Customer under any circumstances.

All obligations of the Bank in respect of any deposit held or received including repayment in whole or part thereof and/or any Account shall be subject at all times to the applicable laws and regulations in India and the guidelines as may be issued by the Reserve Bank of India from time to time.

3 CHEQUE BOOKS

- An application for a cheque book on Current/Saving Account must be made on the Bank's requisition slip, duly signed by the account holder/s. All cheque books issued by the Bank should be kept in a secure place at all times.
- The Bank reserves the right to refuse issuance of cheque books on accounts which are not maintained satisfactorily and/or when an excessive number of cheques from previous cheque books remain unused.
- An alteration on a cheque should be authenticated by the drawer's full signature, otherwise payment of the cheque will be refused.
- Account holders should exercise care when drawing cheques and should ensure that the cheque is drawn in a manner that any alteration on it becomes conspicuous or readily detectable.
- The Bank reserves the right to send cheque book/s by Registered post/courier to the address recorded with the Bank and debit the cost to the account. The Account holder must check up with the Bank if the cheque book is not received within 7 days from the date of making the request. The Bank will not entertain any complaint for non receipt or wrong delivery or interception etc. of the cheque book by any one in any manner if the account holder does not report to the Bank the non-receipt of cheque book within 7 days.
- Customer may, if required, ask for a stop payment on any of the cheque or range of cheques issued by the Customer subject to the condition that these instructions may be carried out by the Bank within two working days from the date of receipt of such instructions by the Bank. Any Account, which has a mandate for joint operations, the stop payment instructions must also be signed in the same manner as applicable to the operations of the Account. Accordingly the Bank shall not be liable or responsible for clearing of Cheques, or any consequences thereof, with respect to which stop payment instructions have been received by the Bank, if such instructions have been received by the Bank on a date which is earlier to two workings days from the date the said Cheque(s) were received in clearing or not signed as per instructions pertaining to operations of the Account. The charges for this Service will be debited to the Account as per the prevailing schedule of charges. Customer(s) declares and undertakes that it/they will not dispute any action taken by the Bank pursuant to any instruction received by the Bank, by telephone/fax/other electronic medium, irrespective of whether such instructions have been issued by the Customer or not, and even if such instructions have been received by the Bank but have not been acted upon or have been improperly/incorrectly acted upon, with respect to any Account(s) of the Customer, existing and those that may be opened in the future, singly or jointly, with the Bank, nor make any claim on the Bank for any consequences, direct or indirect, thereof, including without limitation any and all losses, liabilities, claims, prosecutions, expenses (including attorney fees and legal costs), costs and the like incurred/suffered by the Customer(s) thereof. Customer(s) shall fully indemnify and hold the Bank/its officers/ employees/agents/representatives fully harmless against the same as well as any losses/claims/prosecutions/liabilities/expenses (including attorney fees and legal costs), costs and the like suffered/incurred by the Bank as a result thereof or arising out of the instructions received by the Bank with respect to the Account over the telephone/fax/other electronic medium in general and in particular to non-payment of any cheque(s) due to stop payment instructions issued by the Customer verbally or otherwise with respect to any cheque/payment of any cheque(s) by the Bank despite stop payment instructions issued by the Customer verbally or otherwise with respect to any cheque(s). For stop payment instruction(s) deposited in the Drop Box or communicated over Electronic Banking by the Customers, the Bank shall not be responsible or liable for non-processing or delayed processing of such stop payment instruction(s) and consequential losses, if any, and for clearance of the cheque(s) covered by such stop payment instruction(s).

4 DISPLAY AND CHANGES IN TERMS & CONDITIONS

Copies of Terms & Conditions (T& Cs) are available at each branch of the Bank. The Bank may issue changes/modification/ alterations/ additions/ deletions to all/any of the T&Cs at any time and without any prior intimation to the customer. The customer shall be informed via the usual modes of communicating notices and / or changes shall be highlighted on the Bank's Internet Banking site and will be available at all Standard Chartered Bank branches, prior to changes being made effective. If the Customer continues to maintain any of his Account(s) with the Bank, the same indicates agreement and acceptance of such change by the Customer.

5 DEATH OR INCOMPETENCE

The Customer agrees to notify the Bank promptly if any owner or authorized signatory of the Account dies or is declared incompetent by a Court/Competent Authority. Bank may place a hold on the Account and stop all operations when an owner/ any account holder / authorized signatory dies or is declared incompetent or a restriction is placed

on its operations, although the Bank can continue to levy charges / interest on such accounts and claim such amounts as are due to it under any bankers Lien or otherwise. In case of a death of a Customer/any of the holder(s) of the Account, Bank may retain any and all funds in the Account until it establishes the identity and credentials of the successor to its satisfaction, which may include insisting on a succession certificate/probate of a will. Bank will exercise due diligence in releasing funds to the successor who makes the first claim and shall not be a party to or liable for any disputes or claims which may arise subsequently. Any cheque presented after the date of such information may, at the sole discretion of the Bank, be returned unpaid even if the date on the instrument is for a period prior to the death of the Customer. In case a nomination facility has been availed by the Customer, Bank will be discharged of its liability by making the payment to the nominee, irrespective the existence of a will / probate on the date of payment.

6 GENERAL

- The Bank may refer your name to a recognised credit or referencing agency/ies and/or make such references and enquiries as the Bank may consider necessary. The Bank has your unconditional authority to disclose such information relating to your credit facility to such parties as deemed necessary at the sole discretion of the Bank. Further a request and demand for any information in any authority under the law needs to be mandatorily complied with the Bank. The Credit Information Bureau (India) Ltd. and any other agency so authorised may use, process the said information and data disclosed by the bank in the manner as deemed fit by them; and the Credit Information Bureau (India) Ltd. and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.
- The bank needs to be furnished with such further documents as may be required by the Bank from time to time to comply with the Know Your Customer (KYC) requirements of the Reserve Bank of India and the Bank. The Bank reserves the right to recall the facility, enforce security and guarantees, if any and appropriate proceeds thereof towards the outstanding and recover the balance from you, if any or close the account in case the so required documents are not provided by you to the Bank.
- A recent authenticated photograph of each account holder is to be submitted for all accounts in the Bank.
- Nomination facility is available with the bank and the same is subject to Banking Company (Nomination) Rules 1985. Succession to the amount lying to the credit of the account and / or operation thereof on the death of the person authorised to operate upon the account shall be in accordance with the rules for the purpose prescribed by the Bank from time to time and effective at the date of the claim. For joint accounts, all communication shall be addressed to the first account holder and this shall constitute communication to all account holders.
- Accounts upon which an attachment order or other legal notice prohibiting operation of the account has been received will be blocked and no further operation will be allowed until the prohibition order is removed. Though the Bank will endeavour to inform the customer about any such order, the bank however is not obliged to do so. Except the above, no other correspondence with the authority issuing the prohibitory order will be provided to the customer.
- Customer transactions will be entertained during normal banking hours as may be in force from time to time.
- All account holders should notify the Bank, in writing, of any change of address as soon as possible. If such a notification is not received by the Bank, the Bank will not be responsible for returned/lost mail/wrongly delivered mail etc.
- Each account will be allocated a distinct number which must be quoted in all transactions and correspondence with the Bank. The Bank may without notice combine or consolidate account/s of any customer having liabilities to the Bank and set-off or transfer any sum/s standing to the credit of such accounts or any other sum/s toward the account holder/s liabilities to the Bank or in any other respect whether such liabilities be actual or contingent, primary or collateral and joint or several.
- Cheques, dividend-warrants and other instruments in the name of payees, other than account holder will not be accepted for collection.
- For the purpose of and in the course of providing services/certain services to customers, the Bank shall share all information about the customer(s) accounts/deposits with its group companies or vendors whether based in India or offshore.
- For the purpose of and in the course of providing services/ certain services to customers, the Bank is/may be required to engage the services of specialised and other service providers / agents. The customer hereby and irrevocably consent to bank's providing/furnishing any information regarding customer's accounts to any such Service Provider/ agent whose services bank avails of or proposes to avail of for providing services to the customers.
- Customers giving Standing Instructions for any operation on their account, must be given in writing. Also the revocation of such Standing Instructions must again be given in writing.
- Customers authorizing Electronic clearing debits to their accounts must convey the revocation of such an instruction in writing to the Bank.
- These deposits and their payments are governed by the laws in effect from time to time in India and are payable at the branch of the Bank in India where the deposits were made. The Bank has the discretion to allow withdrawal at any other branch in India. The Bank shall not be liable to pay the proceeds of the deposit at any Branch or Office (including the Head Office) outside India.
- All instructions relating to the maintenance of the account shall be given in writing, satisfactory in form and content to the Bank.
- The bank will not be bound to pay any interest on the deposit(s) held with it if any of the statements/declarations made by the customer are found to be incorrect in material particulars.

7 RIGHT TO SET-OFF/LIEN

The Bank shall have an absolute and paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits including amounts lying in fixed deposits held in the Customer's accounts whether in single name or joint name(s), and also over any and all securities of the Customer lying or that may come into the possession of the Bank from time to time, for safe keeping or otherwise, in any of the Accounts of the Customer maintained with the Bank [joint/single] to the extent of all outstanding dues, whatsoever, and howsoever arising including but not limited to arising out of any payment out of the Account in excess of the amount lying in credit of the Account, without any authority or notice to the Customer and/or levy of any charges by the Bank.

Without prejudice to the contents of the preceding paragraph, the Bank has and shall have a paramount and irrevocable right to reverse any entry (debit or credit) made in the Account with reference to any transaction carried out on the ATM, EDC, POS, Internet Banking, cheque deposit, Kiosk, or otherwise whatsoever, where in the course of any scrutiny, verification, checking, investigation, audit or otherwise for whatsoever action by the Bank, it is found or determined that the entry was incorrect, was not accompanied by proper supporting documents/authorizations, or for whatsoever reason was incorrect or did not meet any rules or regulations or specifications including but not limiting to those of the Bank or otherwise. The Bank shall have and shall continue to have a lien on the Account of the Customer to recover such costs, damages or liability that the Bank may incur or be imposed and shall further have the right to claim and recover any shortfall from the Customer.

7.1 EVIDENCE OF TRANSACTION

The Bank has the authority of the Account holders to debit the accounts quoted by them for all withdrawals / transactions effected through the DoorStep Banking Option (including service charges for all withdrawals / transactions). The Bank's record relating to transactions emanating from the above mentioned service shall be binding on the account holders and shall not be disputed for any reason whatsoever.

7.2 CASH TRANSACTION

The Account holder will be allowed to withdraw upto a specified 'maximum amount' of cash everyday as determined by the Bank from time to time in its sole discretion without notice to the Account holder. All cash transactions carried out after close of business hours will be posted to the Account holder's Accounts with the value date being the date of request as made by the Account holder.

7.3 CHEQUE / CASH DEPOSITS

All cheques / Cash deposits and credits to the account will be subject to verification / realisation by the Bank and these verified / realised amount(s) as reflected in the Bank Statement supplied to the Account holder(s) will be binding on them.

8 STATEMENT OF ACCOUNTS

Statement of Accounts for each Account in the printed form or where the Customer has requested to receive the statement by email, shall be issued on a frequency as determined by the Bank for each Account. Where the Customer has more than one account with the Bank and has requested for statement by email for any one of his accounts, the Bank shall send the statement by email for all his accounts. Excluding what may not be applicable to NRI/PIO/OCB customers, only one statement of Account shall be issued if the Customer opts to link related Accounts of the Customer and as advised by Customer. No separate statement of Accounts will be issued for such related Accounts. Unless disputed by the Customer within 15 (fifteen) days of receipt of the statement, the same is deemed to be correct. Bank reserves the right to rectify discrepancies, if any, at any point of time. If Customer delays in examining the statement or in reporting a problem, it may affect Bank's ability to resolve the problem, and Customer is liable for the losses that may occur. The Customer further confirms/declares that any lapse, omission, or neglect on his part to notify the Bank about any such doubtful debit/withdrawal in time, would not render the Bank liable for any consequences resulting therefrom. All the statements will be mailed to Accounts address as per Bank's record. The Customer authorizes the Bank to engage and utilize the services of third parties/vendors to stuff and mail the Statements and/or other documents/material. Bank is not responsible for statements lost in mail. Customer should contact the Bank for duplicate statements, if required.

9 WAIVER

If the Customer decides to utilize any or all of the Services, he agrees, to provide correct, adequate, complete and clear instructions and information in the required medium or method, as is required by Bank, in the absence of which he shall not dispute any action, non-action, commission or omission by the Bank pursuant to such instructions received by the Bank and in such an event waives all his rights whether bestowed statute, tort or any legal whatsoever without limiting the Banks rights, liens, claims on the Customer whatsoever and the right to call claim and get reimbursed. The bank shall be indemnified from the Customer for all losses, costs of whatsoever nature attributable to the operation of the Account or any consequence thereof if can be established that the customer did not provide correct, adequate, complete and clear instructions and information in the required medium or method, as is required by Bank.

10 WORKING DAYS

Working days means the days, which are not Sundays, or days that are declared as holidays in accordance with the Negotiable Instruments Act, 1881. Customer recognizes that the even though the Bank may be open for business on Sundays or holidays in accordance with the Negotiable Instruments Act, 1881, the same would not be deemed as working days for the purpose of these Terms and Conditions.

11 DISCLOSURES

The account holder hereby authorizes the Bank to disclose at any time and for any purpose, any information whatsoever relating to the Customer's personal particulars, accounts, transactions or dealings with the Bank, to any court of competent jurisdiction, quasi judicial authority, law enforcement agency, relevant wing of Central Government or State Government, RBI, Income Tax authorities, Statutory Authorities, financial institutions, Credit Bureaus / agencies / vendors or any company which is an affiliate or associate or subsidiary or Group Company of the Bank.

The account holder also agrees to provide to the Bank information required by law or regulation, or any other information the Bank may reasonably request from time to time.

12 BILLS PAYMENT/PRESENTMENT AND E-SHOPPING

Bank may make available the facility 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 over Electronic Banking, with or without the ability for the Customer to know the details of such bills.

The customer shall be fully responsible for the accuracy of the information and particulars given to the bank for Bill payment services.

This service is provided as a convenience to the customer and the bank shall not be held liable or responsible for

- the accuracy of such bills/outstandings and/or details thereof or whether the bill was made available over Electronic Banking on time or not.
- the timeliness of payment to the respective service providers/vendors/utilities or the timeliness of receipt of payment by the respective service provider/vendor/utility;
- to track whether the Customer has made payments through channels other than the Electronic Banking;
- the discontinuation/suspension/partial suspension/cancellation of the service/goods/utility, for any reason whatsoever, and the consequences thereof;
- 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 service provider/vendor/utility or the service provider/vendor/utility going into bankruptcy/suspending/ceasing to do business;
- any short/excess payment made to service provider/vendor/utility, and for which, the Customer is solely liable to follow up and settle the shortfall and or for refunds.
- the Bank does not warrant or claim any responsibility for this third party facility nor does endorse any such facility and or its standing or reputation whatsoever, the Bank remains a mere channel and facilitator 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 is entirely on the Customer and he is required to do his own due diligence.
- the debits or credits to the NRI/ Person of Indian Origin / Overseas Corporate Bodies Customer account are further subject to such restrictions and limits as are specified for NRI/ PIO/OCB operated accounts.

The bank reserves the right to charge customers fees and charges for the use of these services offered by the bank. The bank also reserves the right to make amendments to such charges from time to time.

13 ATM CARD

A customer may be issued a Standard Chartered Bank ATM Card (henceforth called "ATM Card") by the bank at its discretion, if the customer has satisfactorily conducted savings and/or current account and/or any other type of account so designated by the Bank to be eligible account(s) for operations through the use of the ATM Card. The customer shall give his/her preference of such account(s) held by him in writing in the form for issue ATM Card. A Minor's account or an account in which a minor is a joint account holder, is not eligible for issuance of an ATM Card. Only an individual who is over the age of 18 years and who is authorised to operate the concerned account can be a card holder.

The ATM Card shall be issued to an approved customer in respect of his/her account to enable him/her to operate the ATM.

- If an individual is the sole holder of an account then, on the application of the account holder,
 - only one card will be issued in respect of such account and,
 - such card will be issued to the individual who is the sole holder of that account.
- If a sole proprietary concern of an individual is the sole holder of an account then, on the application of the account holder,
 - only one card will be issued in respect of such account and,
 - such card will be issued to the individual who is the sole proprietor of the account holder.
- If a partnership firm is the sole holder of an account then, if the account is operated on an "either or survivor" or "any one or survivor" basis by all or some of the partners in the firm (and not otherwise), on the application of the account holder signed by all the partners of the firm.
 - a maximum of 2 cards will be issued in respect of such account and,
 - such card(s) will be issued to one or more partners in the firm (who is/are individuals), as stated in the application made by the account holder for the card (provided that-(i) no card shall be issued to any partner unless he is also authorised to operate the concerned account and (ii) not more than one card will be

- issued to the same partner).
- If a company or other corporate body is the sole holder of an account then, on the application of the account holder, supported by a certified true copy of the account holder's board resolution (in a format prescribed or approved by the Bank) authorising the application for the card(s), and signed by the person(s) authorized by the resolution to apply for the card(s),
 - a maximum of one card per person who is eligible to be issued a card under the above clause will be issued (provided that not more than 2 cards will be issued in the aggregate in respect of such account) and,
 - such card(s) will be issued only to the person(s) mentioned in the resolution and in the application for the card as the/a person(s) to whom a card is to be issued in respect of the concerned account (provided that no card shall be issued to any person unless he is also authorised to operate the concerned account).
 - If a Hindu Undivided Family (HUF) is the sole holder of an account then, on the application of the account holder signed by the karta of the HUF.
 - only one card will be issued in respect of such account and,
 - such card will be issued to the karta of the HUF.
 - If any other entity or association is the sole holder of an account then, if the Bank's policy at that time permits the issue of card(s) in respect of such account then, subject to compliance with such conditions as may be stipulated by the Bank, the Bank may issue such number of cards to such persons as may be permitted by the Bank's policy.
 - Joint Accounts-For joint account, the card will be issued on the basis of the above terms and conditions to any/all of the persons who are entitled to operate the account on an "either or survivor" or "anyone or survivor basis; provided that if a partnership firm, company or other body corporate is a joint holder then a maximum of 2 cards shall be issued in respect of such account.
 - Where a card has been issued to the account holder(s) as above, the Bank may withdraw and/ or cancel the card(s) in the event of any subsequent ineligibility or it being subsequently discovered that any card holder is/was ineligible to be a card holder (including on account any or variation of the account operation instructions).

13.1 ATM FACILITIES

The facilities offered under ATM facility will include withdrawal of cash by the Cardholder from his account up to a stipulated amount limit only during a cycle of 24 hours, deposit of cash and cheques in the account, enquiry about the balance in the account(s), cash/cheque deposits requisition for a statement of account, request for changed PIN, request for issue of cheque-books, request for transfer of amount from the Primary Account to the Secondary Account(s) or vice-versa and such other facilities as the Bank may decide to provide, from time to time.

13.2 MINIMUM BALANCE IN PRIMARY ACCOUNT

The Cardholder shall maintain, at all times, such minimum balance in his account, as the Bank may decide from time to time and the Bank may at its discretion levy such penal or service charges as per the Bank's rules from time to time, or withdraw the ATM facility, if at any time the amount of deposit falls short of the required minimum as aforesaid, without giving any further notice to the Cardholder(s) and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

13.3 FEES

Currently, the first ATM card is issued free of cost to customers. Also no charges are levied for transactions made through the Standard Chartered Bank ATM. However, the Bank reserves the right to charge fees for the ATM facilities in future with prior intimation to customers.

13.4 BANK'S LIEN

The 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 Cardholder's Primary Account and/or, Secondary 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 ATM card services extended to and / or used by the Cardholder.

13.5 MULTIPLE CARDS

In case of joint account(s) Either or Survivor /anyone or Survivor where more than one person has been issued the ATM Card, all the Card-holders put together, shall withdraw only upto the permissible limit allowed to single card account(s), within the cycle time of 24 hours.

13.6 JOINT ACCOUNT

In case of joint accounts where only one card is issued to a joint account holder, the other joint account holder(s) shall expressly agree with and give his/her consent on the application form for issue of an ATM card. In case any of the joint account holder(s) gives "stop payment stop transactions" instructions in respect of operations through the use of the ATM card, on any of the accounts held jointly by them, no operations will be allowed on such account(s) through the use of the ATM card. The "stop payment stop transactions" instruction can be given only in respect of such accounts in which he/she is a joint account holder.

13.7 NRI ACCOUNTS

Deposits by NRI's at ATMs, shall not be made ordinarily except with proper declaration as is required to be provided for each specific account(s) permitted for NRI's and provided that the deposit is made in permitted currencies. The methodology of making the payments shall be as per the prescribed rules and limits. The physical location of the NRI at the time of deposit in the particular ATM shall also be important, as required by RBI for cash based deposits. The Bank may need to decline or disallow a requested credit where the same is in conflict with the RBI norms/laws of India and call for such additional documents as the Bank may deem fit.

13.8 VALUE DATING

All cash transactions carried out after close of business hours will be posted to the account holder's(s') account(s) with the posting day (as per the Bank's policy) as the value date.

13.9 NON-TRANSFERABILITY

The ATM card is not transferable under any circumstance and shall be used only by the Cardholder. The account holder will be responsible and liable for all acts and omissions of every card holder.

13.10 PERSONAL IDENTIFICATION NUMBER

Each Cardholder will be issued a sealed envelope containing a four digit number called Personal Identification number (PIN) to gain access to the ATM services. This number can be changed to any other convenient four digit number by the cardholder, at the ATM. The PIN shall under no circumstances be revealed to any third party. The Cardholder shall be solely responsible for the consequences arising out of the disclosure of his PIN and/or unauthorised use of the ATM card and shall be liable for any increased liability which he may incur on account of unauthorised use of the PIN and the ATM card.

If the Cardholder forgets the PIN, he/she should make an application in writing for a fresh PIN. The selection of a new Personal Identification Number and/or the replacement of the ATM card shall not be construed as the commencement of a new contract.

13.11 FUNDS IN THE ACCOUNTS

The Cardholder should not use or attempt to use the ATM card without sufficient funds in the account he wants to operate through the card.

13.12 LOSS/ THEFT OF CARDS

The Cardholder shall be responsible for the safe custody of the ATM card. In case of loss or theft of the ATM card, the Cardholder shall advise any of our branches, preferably the ATM card issuing branch as promptly as possible in writing, of the loss of the ATM card, however occurring. Cardholder shall however be responsible and liable for all transactions effected by the user of the Card until it is confiscated / cancelled. Another ATM card will be issued to the Cardholder, in lieu of lost / stolen ATM card, upon request in writing and payment of issue fee.

13.13 AUTHORITY TO DEBIT THE ACCOUNT

The Cardholder along with the joint account holder(s), if any, shall authorise the Bank to debit the account(s) with the amount of withdrawals, or transfers effected by the use of ATM card, as per the Bank's records. The Bank's record for transactions processed by the ATM machine shall be binding on all the joint account holders, jointly and severally.

13.14 DEPOSITS

The amount of cash/cheque deposits shall be verified by two members of the Bank's staff, one of whom will be an officer. The amount verified by the Bank shall be deemed to be correct amount deposited by the Cardholder. The statement issued by the ATM at the time of deposit only represents what the Cardholder purports to have deposited and will not be binding on the Bank. If there are soiled, mutilated notes in such deposits, the acceptance of such deposits shall be subject to final acceptance and reimbursement by RBI as per the Note Refund Rules. Cheques will be accepted for collection only and the proceeds will not be available until they have been cleared. Deposits of foreign currency cash/cheques /soiled and mutilated notes or any other deposits which are unacceptable, shall be returned, at the Cardholders cost, risk and responsibility.

13.15 RESPONSIBILITY FOR ALL TRANSACTIONS PROCESSED THROUGH THE ATMS

Operations through the ATM facility on the Cardholders account(s) can only be through the use of the ATM card on the machine. The Cardholder shall in all circumstances, accept full responsibility for all transactions processed by the use of his/ her ATM card, whether or not processed with the Cardholder's knowledge or authority, express or implied. The printed output that is produced at the time of operation of the ATMs are a record of the operation of the ATMs and shall not be construed as the Bank's records. The Bank's records of transactions shall be accepted as conclusive and binding for all purpose.

13.16 CLOSURE OF ACCOUNT(S)

If the Cardholder desires to close his account(s) or withdraw any linked deposit, or even otherwise decides to terminate the use of the ATM card facility, he shall give a written notice of at least two days and surrender the ATM card to the Bank. The Cardholder shall also pay dues, if any, payable to the Bank in connection with the ATM facility.

13.17 CHANGE OF TERMS AND CONDITIONS

The Bank has the absolute discretion to withdraw the ATM card, the service thereby provided, or amend or supplement any of the above terms and conditions at any time without prior notice to the Cardholder.

13.18 HONOURING THE CARD

The Bank shall in no circumstances be held liable to the Cardholder if the ATM card is not honoured in the desired manner for whatsoever reason, or if the ATM is destroyed or not functioning due to power failure, temporary insufficiency of cash in the ATM or any other reason. The Bank will not be liable for any consequential or indirect loss or damage arising therefrom.

- In consideration of the Bank providing the customer with the facility of the Card, the customer agrees to indemnify and keep the Bank indemnified saved and harmless at all times from and against all actions, claims, demands, proceedings, losses, damages, injury, costs, charges and expenses whatsoever and by whomsoever brought which the Bank may at any time incur, sustain, suffer or be put to as a consequence of and/or by reason of and/or arising on account of providing the customer with the said facility of the Card and/or by reason of the Bank acting in good faith, taking or refusing to take or omitting to take action on the customer's instructions and/or on account of use of the facility of the Card.
- Errors could occur during the operation of the ATM. the account holder(s) and card holder(s) agree that the bank will not be liable for such errors and they undertake to indemnify the bank for any such errors;
- Further, the account holder(s) acknowledge and accept that the bank is absolved from any liability arising due to any mechanical defect / failure of the ATM and or insufficiency of cash and also in the event of any unauthorised transactions through the ATMs.

13.19 OWNERSHIP OF THE ATM CARD

The ATM card shall be the property of the Bank and will be surrendered to the Bank on request or in the event of the Cardholder no longer requiring the service. The Bank reserves the right to disclose, in strict confidence, to other institutions, such information concerning the Cardholder's account as may be necessary or appropriate in connection with its participation in any ATM or Electronic Fund Transfer Network.

13.20 USE OF THE STANDARD CHARTERED BANK ATM

- The Bank may, at its sole discretion, videotape or record on camera the access/presence/use of facilities at the Bank's premises/machines/equipment and the Bank may rely on footage of such clippings as evidence in any proceedings, and the cardholder is assumed to have given his consent thereto.
- The ATM will produce a qualified receipt for all cash cheque deposit transactions and no other receipt will be issued.
- All cash and cheque deposits transactions will be subject to verification/ realisation by the Bank and this verified/ realised amount as reflected in the Bank's statement will be binding on the account holder(s) and the card holder(s).
- In case the card holder deposits a cheque in an ATM at a branch other than that in which his account is maintained, the cheque may, at the Bank's discretion, be forwarded to the account maintaining branch for collection.
- Deposits involving mutilated or soiled notes will be subject to the Bank's discretion/final acceptance/reimbursement by the RBI.
- Deposits involving foreign currency or otherwise considered unacceptable, will not be given effect to and will be returned at the account holder's/ card holder's cost, risk and responsibility.

- Discrepancy in deposits will render the entire transaction null and void and no amount will be credited to the account holder . The discrepancy will be intimated to the customer and it will be his responsibility to rectify the transaction or take the wrong amount of deposit back. The bank will not be liable for any cheque returns or in any manner on account of such discrepant transactions.
- Maintenance: While advance notice of any substantial maintenance work likely to affect the availability of services, shall be given wherever and whenever possible, the Bank reserves the right to suspend, without any notice, access to the Bank's ATM or the provision of all or any of the services, at any time, if the Bank deems it necessary to do so, whether for routine maintenance or for any other reason.

13.21 SECURING THE PIN

- A unique Personal Identification Number (PIN) is allotted to the customer which allows the Customer to access their Accounts at Bank's ATMs, other network ATMs, any other ATMs with whom the Bank may enter into an agreement with, and EDC/ POS terminals in India and/or outside India. This is sent in a separate envelope to the Customer's address.
- PIN should always be kept completely confidential by the Customer. Customer should ensure that the PIN is not seen by anyone else while being entered into an ATM/ EDC/ POS. The security of the PIN is very important and the customer shall not disclose the PIN to anyone. The pin is confidential and is intended to restrict usage of the card only to the card holder.
- All transactions conducted with the use of the PIN will be the responsibility of the account holder(s) and the account holder(s) will abide by the record of the transactions as generated by the Bank.
- The Bank will not be liable for misuse of ATM cards as the PIN is known only to the customer and essential of any transaction executed on the ATM.

13.22 OTHERS RIGHTS OF THE BANK

- In the event of an account being overdrawn due to an ATM transaction, the Bank shall be entitled to set off and appropriate any credit in any account of the account holder(s) against such overdrawn amounts after giving any prior notice.
- The bank would try to provide the full service at all times but does not accept liability where it is unable to do so due to reasons beyond it's control. If any account holders desire to withdraw the authority of a card holder to use a card then it shall be the responsibility of the account holder to take back the card from the card holder and instruct the bank's concerned department in writing to cancel the card. The account holder shall be responsible for all operations pursuant to the use of the card until the end of business hours on the second business day after such written instructions are received by the bank's concerned department .
- The Bank reserves the right to "hotlist" the card in case of inappropriate use of card or temporarily disallow the use of card in case of misuse of the ATM facility or on "loss of card" reported to it.

14 ELECTRONIC FUNDS TRANSFER (EFT)

The Bank will follow the applicable rules and procedures laid down by the RBI for EFT.

14.1 RIGHTS AND OBLIGATIONS OF CUSTOMER

- The customer shall be responsible for the accuracy of the particulars given in the EFT Request.
- The customer shall be bound by any EFT Request executed by the Bank if the Bank had executed the EFT Request in good faith and in compliance with the security procedure.
- The customer shall ensure availability of funds in his account properly applicable to the EFT Request before the execution of the EFT Request by the Bank. Where however, the Bank executes the EFT Request without properly applicable funds being available in the customer's account, the customer shall be bound to pay to the Bank the amount debited to his account for which an EFT was executed by the Bank pursuant to his EFT Request together with the charges including interest payable to the Bank.
- The customer agrees that the EFT Request shall become irrevocable when it is executed by Bank.
- The customer agrees that he shall not be entitled to make any claim against any party in the RBI EFT Scheme.

14.2 RIGHTS AND OBLIGATIONS OF THE BANK

- The Bank shall execute an EFT Request issued by the customer duly authenticated by him as verified by the security procedure, unless:

- The funds available in the account of the customer are not adequate or properly applicable to comply with the EFT Request and the customer has not made any other arrangement to meet the payment obligation.
- The EFT Request is incomplete or it is not issued in the agreed form.
- The EFT Request is attached with notice of any special circumstances.
- The Bank has reason to believe that the EFT Request is issued to carry out an unlawful transaction.
- The EFT Request cannot be executed under the RBI EFT Scheme.
- No EFT Request issued by the customer shall be binding on the Bank until the Bank has accepted it.
- The Bank shall, upon execution of every EFT Request executed by it, be entitled to debit the designated account of the customer, the amount of the funds transferred together with charges payable thereon, whether or not the account has sufficient balance.

14.3 CONDITIONS OF TRANSFER

- The Bank shall not be liable for any loss of damage arising or resulting from delay in transmission delivery or non-delivery of Electronic messages or any mistake, omission, or error in transmission or delivery thereof or in deciphering the message from any cause whatsoever or from its misinterpretation received or the action of the destination Bank or any act or even beyond control.
- Messages received after cut-off time will be sent on the next working day.
- The Bank is not responsible for any charges/commission levied/charged by the Beneficiary Bank.

15 ELECTRONIC BANKING

All banking transactions and Services carried/availed by the Customer other than by direct personal interface with the branch of the Bank such as over telephone, ATM (Automated Teller Machine), POS (Point of Sale), EDC (Electronic Data Capture Terminals), Internet Banking, Mobile Phone, fax, kiosks or other electronic mediums are referred to as "Electronic Banking". The above facilities are provided as a convenience to the Customer only and the Customer may avail the facility at his own risk and that by having an Account with the Bank and/or use of this facility the Customer agrees unconditionally not to contest any transaction carried out or not carried out by the Bank, over Electronic Banking, and shall accept the record of the transaction maintained by the Bank, without any demur or protest, and hold the Bank harmless and blameless against any loss, or consequences thereof, arising from any transaction carried out or not carried out over Electronic Banking. Against the above background, the Customer can use any services provided by the Bank over various channels of Electronic Bank. In addition to conditions and features as mentioned elsewhere in these Terms & Conditions, some of the additional conditions and features and the basis on which the Services, are offered by the Bank over various channels of Electronic Banking are given below:

15.1 ACCURACY OF INFORMATION

The Customer is solely responsible for the correctness of information supplied to the Bank through the use of Electronic Banking or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequence arising out of erroneous, incorrect or incomplete information supplied by the Customer. If the Customer suspects that there is an error in the information supplied to the Bank by him, he shall advise the Bank as soon as possible. The Bank will endeavor to correct the error wherever possible on a 'best effort' basis. All outputs of statements are duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from a computerized back up system maintained by the Bank in its ordinary course of business. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error. The Customer shall hold the Bank harmless against any loss, damages, etc. that may be incurred/ suffered by the Customer if the information contained in the above said outputs turns out to be inaccurate / incorrect/incomplete.

15.2 AUTHORITY TO THE BANK

Electronic Banking transactions in the Customer's Account(s) are permitted only after authentication of the security codes agreed between the customer and the Bank. The Customer (along with the joint account holder(s), if any) grants express authority to the Bank for carrying out the banking transactions performed by him through Electronic Banking. The Bank shall have no obligation to verify the authenticity of any transaction received from the Customer through Electronic Banking or purporting to have been sent by the Customer via Electronic Banking other than by means of verification of the Customer-Id and security codes. The Bank is entitled to act on the instructions received through Electronic Banking after above authentication without obtaining any further written or other confirmation from the customer, even if those instructions are not actually given or authorised by the customer.

Only the Bank's own record of transactions maintained through computer systems or otherwise shall be accepted by the Bank as conclusive and shall be binding on the Bank and the Customer for all purposes. All transactions arising from the use of Electronic Banking, to operate a joint account, shall be binding on all the joint account holders, jointly and severally. In connection with any account held in a joint capacity where two or more signatories are required for

operating the account, then the accountholders will only be able to utilise such part of the service which allows the customer to obtain information about the account, including but not limited to the balance of the account.

15.3 CHARGES

The bank reserves the right to charge customers fees and charges for the use of Electronic Banking services offered by the bank. The bank shall at its sole discretion be entitled to to make amendments to such charges from time to time.

15.4 LIABILITY OF THE CUSTOMER/ RIGHTS OF THE BANK

The Bank may apply such technology as it deems fit to ensure the security of and prevent unauthorized access to the Electronic Banking service, however it universally understood that there is no way to verify the technologies foolproof or tamperproof qualities and/or keep up with the latest technology as available at any particular time. The Customer shall use the Electronic Banking with the full knowledge that it is not a secure medium and therefore all transactions on this medium shall be at Customer's risk, the Bank is/shall, not be liable or responsible for any transaction carried over the Electronic Banking or of any loss or consequences thereof, whatsoever.

The Customer shall be solely and fully liable for all losses and consequences thereof from any transaction carried out or not carried out on the basis of instructions received from Customer and/or incorrectly/incompletely carried out in his Account over Electronic Banking. The Customer shall have no claim if Electronic Banking access is not available in the desired manner for any reasons whatsoever 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. Except where the Bank has been grossly negligent, that is for events or acts attributable to its own omission, or lack of due care, it shall also under no circumstances 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/suffered by the Customer or any other person due to any transaction carried out or not carried and/or incorrectly/incompletely carried out and/or being carried out with or without the Customer's knowledge or authority in the Account of any Customer and/or due to non-availability or partial availability of any medium of Electronic Banking and/or due to any loss/misuse of ATM Card, Debit Card and/or use of password(s) of the Customer by any other person or persons. The Transaction risk shall be to the account of the Customer, excepting what is stated to be to the account of the Bank hereinabove. In cases where the Bank is led to believe that an instruction may not have been properly authorized by the customer, the Bank will be entitled, after making reasonable efforts to check whether the instruction was properly authorised, to take steps to reverse any action taken on the basis of that instruction. The Bank will not be responsible for any losses suffered by the customer due to such reversals.

15.5 PROCESSING OF TRANSACTIONS

Certain facilities/services/transactions that may be offered by the Bank over the Electronic Banking may be carried out instantaneously. However such facilities/services/transactions may not be effected instantaneously or may not be available to be carried out instantaneously or otherwise at all times due to failure of the requisite systems and/or discontinuation of the same by the Bank, which shall be the sole and absolute discretion of the Bank and shall also be subject to such limitations and restrictions as mentioned elsewhere in this document. Provided always all requests for stop payment, Demand Draft Request and/or non-instantaneous transactions such as, Fixed Deposit Opening, etc. will be carried out anytime within two working days from the date of receipt of such requests on first in first out basis subject to availability of clear funds in the Account authorized for debit and the system of the Bank being fully operational. For stop payment instructions and other urgent and important requests the Customer should follow-up with the Bank and ensure that the same are physically recorded/carried out by the Bank. In case requests for effecting any transactions is not received by the Bank on a working day, , the said instruction shall be effected anytime within two working days immediately succeeding the day the same are received by the Bank on the terms and conditions prevailing on that day. The Customer shall not hold the Bank responsible for not processing/effecting any transactions transmitted by the Customer over Electronic Banking or any consequences thereof since Electronic Banking is only provided as a convenience to the Customer and the Bank assumes nor intends to assume any liability for any transactions carried/not carried over Electronic Banking. Without prejudice to the foregoing, Electronic Banking will also not be available during the period the computer system of the Bank is not functioning for any reason whatsoever. The Bank shall not process any transaction except where it is satisfied with the accompanied supporting documents, the Bank is further not liable or responsible for any loss of documents in transit and shall apply such exchange rate as it shall deem fit based on market conditions and internal Bank factors.

15.6 RECORD OF INFORMATION

Due to inherent features of some of the channels over which the facility of Electronic Banking is availed by the Customer, the Customer may be able to take out a print of the transaction attempted to be effected by the Customer over Electronic Banking. However only the record maintained by the Bank shall be binding on the Bank and in the event of any conflict between the print taken by the Customer and the record of the Bank, the record of the Bank shall prevail.

15.7 SOFTWARE AND HARDWARE

The Customer shall at its cost, procure, maintain and update/upgrade all such software and computer & communication systems, as applicable, from time to time, to avail and use the services of Electronic Banking and be

compatible with the Bank's system. 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 / user. The Bank shall not be liable for any losses that may be suffered by the customer as a result of any incompatibility between the Service Software and any computer or other device from which the customer accesses the service.

15.8 WITHDRAWAL OF ELECTRONIC BANKING

The Bank without assigning any reason shall be entitled to withdraw from any of its Customers Electronic-Banking facility or any one or more of them. Without prejudice to the foregoing, the Bank shall also be entitled to withdraw such facility if: (i) the minimum balance requirement in respect of the Customer/ user accounts is not met with/fulfilled and/or (ii) the service charges remain unpaid and/or (iii) for any other or no reason. The Bank shall be entitled to withdraw the Electronic Banking facility after giving prior written intimation and the Bank shall not incur any liability whatsoever by reason of withdrawal of Electronic Banking.

16 FOREIGN EXCHANGE TRANSACTIONS AND EXCHANGE RATE

All transactions conducted in the Account involving foreign exchange including foreign remittance from or into the Account by way of cheque, draft, pay order, telegraphic transfer, etc. shall be as may be permitted by the Laws in India and in accordance with the facilities provided by the Bank. The rate of conversion of Foreign Exchange on any debit or credit to the Account including transaction through a Debit Card shall be as per the market conditions, which shall further be subject to the Bank's final determination and decision and such charges and fees as may be prescribed by the Bank from time to time.

17 FOREIGN INWARD REMITTANCE CERTIFICATE (FIRC)

On any remittance made in any Account from outside India, the Customer should, without any notice from the Bank, state the reason/purpose for the same to the Bank within 7(seven) days of the remittance being credited into the Account, with such proof or evidence as may be required by the Bank, failing which the Bank is not obliged to issue the FIRC or issue, at its sole discretion but without any obligation, the FIRC with such reason/purpose for remittance as deemed appropriate by the Bank.

18 ISSUANCE OF DRAFTS/TT

- The Bank reserves the right to select the agent/correspondent to draw the draft.
- Encashment of the said draft is subject to the rules and regulations of the country where the encashment is to be made. Neither the Bank nor its correspondents or agents shall be liable for any loss or delay caused by any such rules & regulations.
- If a refund of the draft amount is desired from the Bank by the applicant, the Bank shall, at its discretion, make the payment to the applicant at the prevailing rate for the relevant currency less all charges and expenses.
- If a draft applied for is lost, stolen, or destroyed the applicant may request for a replacement draft or a refund. The applicant must, first provide the Bank with a letter of indemnity from the account holders and the beneficiary of the draft and such other documents as the Bank shall prescribe from time to time in this regard to protect the Bank against liability with respect to the lost, stolen or destroyed draft.
- All charges/commission outside India are for beneficiary's account unless specified.
- The Bank reserves the right to revise the charges from time to time with prior notice.

19 MAINTENANCE AND PRESERVATION OF RECORDS

Bank at its sole option and discretion shall maintain 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 be entitled to question the Bank about the records that are maintained by the Bank or those that are not maintained or preserved by the Bank. 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. The period for preservation of such records shall be, as the Bank may in its sole discretion deem fit or as dictated by any statutory enactment.

20 MEDIUM OF INSTRUCTIONS

Bank at its sole discretion and pursuant to instructions received by the Bank over telephone/fax/other electronic medium, but without any liability and without any obligation to keep a record of such instructions, provide information about accounts including balance/transaction information, duplicate account statements, cheque-books, effect funds transfer, make draft(s)/pay order(s) in favour of Customer/third parties and post/courier the same at the address of the Customer or as directed by the Customer and such other Services to the Customer such as payments to third persons/entities, and delivery of cash, as directed by the Customer, collection of cash/cheque/documents, etc. For availing of the Services through Electronic Banking, Customer shall identify himself using information available with the Bank. The Customer agrees that such identification information is confidential and the Bank is not liable for any unauthorized use or disclosure of the same. The Bank is, authorized to act on any instruction which the Bank in its sole discretion, believes emanate from the Customer. Any person presenting accurate identification information will

be deemed to be authorized by the Customer and the Bank will not be liable for acting in good faith on such instructions which emanate from unauthorized callers, who claim to represent the Customer or be under any duty to verify the identity of caller(s) who give the instructions purportedly in the name of the Customer as long as the identification information is accurate. The Customer recognizes, undertakes and agrees to accept the record of the Bank of any transaction, which is carried by the Bank pursuant to instructions over Electronic Banking.

For instructions received on Fax, the Bank is authorized and requested but is not obliged to process the transactions requested by the Customer. The Bank shall not confirm or verify the identity of the person instructing through Fax. Bank shall be entitled to treat instructions on Fax as issued and fully authorized by and binding upon the Customer. Bank shall be entitled to take any steps in reliance upon the Fax instructions, as the Bank may consider appropriate regardless of the amount involved and notwithstanding any error or transmission or reception of such instruction or any misunderstanding and ambiguity or lack of clarity or fraud. The Customer also recognizes that the Bank will not and will also not be able to verify the signatures on the fax with the signatures of the Customer on its record.

21 PHONE BANKING

- The Bank will provide the facility of carrying out banking transactions on receiving telephonic instructions (which will be accepted by the Bank either manually or by an automated system instructions) apart from any written standing instructions given now or hereafter by account holder. In connection with such telephonic facility, the customer is required to provide the Bank over the telephone, the account details and/or Telephone Identification Number (TIN) as advised by the Bank, or as subsequently changed by the customer. This telephonic facility shall cover and be applicable to all accounts (whether savings, current, fixed deposit, loan/overdraft, or otherwise) now existing or hereafter opened by the customer, for transactions as specified from time to time for various customer categories. The Bank will not at any time be held liable on account of the Bank acting in good faith on such instructions. In following such instructions, the Bank will be doing so on a best effort basis and cannot be held liable on account of delay or inability of the bank to act immediately or at all. The Bank may in its discretion, charge for or withdraw or suspend the facility wholly or in part at any time. In case of a joint account, the Bank may act on instructions from either/anyone of the account holders. The Bank reserves the right whether or not to carry out any such instructions where the bank has reason to believe (which decision of the bank shall be final and binding on the account holder and cannot be subjected to questioning or dispute at any time) that the instructions are not genuine or otherwise improper or unclear or raise a doubt. The bank may at its discretion tape or record such instructions and may rely on transcripts of such telephonic instructions in evidence in any proceedings. The bank may, on instructions by the customer, send by fax/courier/mail (at a fax number/address given by the customer) financial information (sought for by the customer) regarding all of the customer's account(s) which may be of a private and confidential nature and cannot be held liable in any manner should such information come to the knowledge of any third party. In case there is discrepancy in the particulars or details of any transaction carried out by the Bank in any of the accounts, the customer must intimate to the Bank in writing the relevant discrepancy within 10 days of receiving the Bank's advice or within 10 days from the date when the periodic statement of account becomes due, whichever is earlier, failing which the transaction shall be deemed to be correct and as accepted by the account holder in all respects.
- In consideration of the Bank providing the said facility, the Bank is indemnified from loss of all kinds from and against all actions, claims, suits, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which Bank may at any time incur, sustain, suffer or be put to or filed or taken against the Bank as a consequence of or by reason of or arising out of the Bank providing the customer the said facility or by reason of the Bank in good faith taking or refusing to take or omitting to take any action on the customers instruction. Further, the Bank will not be liable for any loss that may be suffered by the customer due to fraud, misrepresentation, or any other act committed by any person (individual or as an entity in law) while the customer is availing this service
- At the time of applying for the Phone Banking facility, the customer certifies that all details, including details submitted in the relationship record are correct.

22 REWARD/INCENTIVE SCHEMES/PROGRAMS, VALUE ADDED SERVICES

The Bank may from time to time come out with reward/incentive schemes/programs and offer/arrange value added services by itself or through third parties, for/to its Customers or a certain specified category of Customers, on such terms and conditions as may be specifically prescribed for each of such reward/incentive schemes/programs and/or value added services by the Bank and/or the parties offering/rendering the value added services. The Bank shall however have the right to withdraw, modify, amend, add to, suspend such reward/incentive schemes/programs and/or any or all value added services. The Bank shall further not be responsible or liable for any value added services, not being activities which can be attributed to Banking in the strict sense as defined in law, its quality, reliability, price, etc. or for redemption of reward/incentive points in any manner whatsoever.

23 Doorstep Banking

The Bank will provide the following facilities under DoorStep Banking:

- Cash Delivery to the account holder at a place chosen by the Account holder (for individuals) and at the address on the Bank's system (for non individuals) upto a specified limit.
- Cash pick up from a place chosen by the Account holder (for individuals) and from the address on our system (for non individuals) upto a specified limit for credit to the Account holder's account.

- Pick up of Cheques, Demand Drafts, Pay Orders and other instruments from a place chosen by the Account holder for credit to the Account holder's account.
- Delivery of Demand Drafts / Pay orders to the address of the Account holder.
- Cheque Collection Boxes installed by the Bank can be utilized by the Account holder for depositing their crossed cheques, demand drafts and other such instruments for credit to their Savings / Current / 2 in 1 account.
- The facilities at clauses (a) to (e) above would be offered by the Bank through the medium of Phone Banking. However Phone Banking will not be available in case of accounts where the operating instructions are that the account is to be operated by two or more persons jointly. Delivery and pick up facilities shall be available only in such areas as the Bank may determine in this behalf from time to time. The Account holder shall be bound by these account rules and the Bank's Phone Banking Rules and the service charges of the bank Phone Banking Rules and the service charges of the bank (as modified by the bank from time to time in its sole discretion).

23.1 CHARGES AND EVIDENCE OF TRANSACTION

The Customer shall be liable to pay charges for all withdrawals / transactions effected through the Doorstep Banking Option as per the applicable Schedule of Charges prescribed by the Bank from time to time. The Customer authorises the Bank to debit the charges to the account of the Customer for which the statement is issued under prior intimation to the Customer. The Customer should ensure that there is sufficient balance in the account to honour the said debit of charges. The Customer shall not hold the Bank liable for any return/ dishonour of any other payment instrument/instruction due to reduction in balance in the account as a consequence of such debit

The Bank's record relating to transactions emanating from the above mentioned service shall be binding on the account holders and the Customer shall not dispute the same for any reason whatsoever.

23.2 CASH TRANSACTION

The Account holder will be allowed to withdraw cash everyday upto an amount specified by the Bank in writing as the 'maximum amount'. The Bank shall be entitled reset the maximum amount at its sole discretion from time to time without notice to the Account holder. All cash transactions carried out after close of business hours will be posted to the Account holder's Accounts with the value date being the date of request as made by the Account holder.

23.3 CHEQUE / CASH DEPOSITS

All cheques / Cash deposits and credits to the account will be subject to verification / realisation by the Bank and these verified / realised amount(s) as reflected in the Bank Statement supplied to the Account holder(s) will be binding on them.

23.4 GENERAL

- The Bank may, at its sole discretion, require the Account holder to produce adequate identification (as determined by the Bank from time to time in its discretion) at the time of availing the services of DoorStep Banking. If, in the Bank's opinion, there exists any doubts in such identification process, the Bank shall refuse to accede to the request; and the Bank's decision in this behalf shall be final and conclusive and shall not be questioned on any ground whatsoever.
- The Bank reserves the right to cancel / suspend and / or extend any facility under DoorStep Banking at its sole and absolute discretion under intimation to the account holder(s) and without assigning any reasons whatsoever. The Bank may at its absolute discretion amend terms and conditions from time to time and such amended terms and conditions will be binding on the Account holder(s).
- All withdrawals (including requests for pay orders and demand drafts) shall be subject to there being sufficient balance in the concerned account. However, in the event of an account being over drawn due to any ATM transaction the bank reserves the right to set off any credit lying in any account(s), deposit(s) of the Account holder(s) with the Bank against such overdrawn amounts without giving any prior notice.
- The Bank reserves the right to refrain from handing over Cash / Drafts / Pay Orders to any person other than the Account holder, even if so desired by the Account holder.
- The rules applicable to all accounts / deposits / ATM, as well as rules applicable to Phone Banking, as detailed in the existing Account Rules of the Bank, would be applicable to DoorStep Banking (Logistics). The rules applicable to custody and safety of cheque books would also be covered under this.
- Cash and / or bearer cheques shall not be deposited in the Cheque Collection Boxes. If so deposited, it shall be purely and completely at the risk of the Account holder.
- In consideration of the Bank providing the said service, the Bank shall be indemnified by the Account holder from loss of all kinds from and against all actions, claims, suits, demands, proceedings, damages, costs, charges and expenses, whatsoever which the Bank may at any time incur, sustain, suffer or be put to or filed

or taken against the Bank as a consequence of or by reason of or arising out of the Bank providing the Account holder the said service or by reason of the Bank in good faith taking or refusing to take or omitting to take any action on the Account holder's instructions.

24 E-STATEMENT

The Bank shall send account statements to the Customer by email ("e-statements") at the request from the Customer received in writing or through Internet specifying the e-mail id on which the E-Statement should be sent.

The Customer requesting for the e-statements shall be bound by the following terms and conditions, as may be amended by the Bank from time to time.

The eStatement will be delivered to the eMail address provided by the Customer in his written request.

The Customer undertakes to inform the Bank in writing at the Bank's Customer Care Address given below of any change in the Customer's email address or any other contact information furnished by the Customer. The Customer agrees that the Bank will update its records only after two working days after receipt of the Customer's written request for change.

If the Customer is a *Net* Banking customer, then the Customer can also update the changed email address on the internet.

The Customer understands that the eStatement will be delivered via eMail bearing "*Your Banking Account eStatement for the month of DD-MMM-YYYY*" as the subject.

The Customer understands that to understand which account the eStatement corresponds to, the last 4 (four) of the 11 (eleven) digits of the Customer's account number will also be mentioned in the eMail.

The eStatement will be an attachment in the eMail. For the Customer's security, this attachment shall be password protected. The Customer shall be prompted for a password when the Customer tries to open the attachment. The password is the entire 11 (eleven) digits of the Customer's account number for which the eStatement is being sent out.

Even as the Bank masks the Customer address and partially mask the Customer's account number in the eStatement for the Customer's privacy and security, the Customer shall be liable to safe-guard the integrity of the Customer's eMails and/or Customer's eMail Storage space. The Bank does not accept liability for any un-authorised access to information contained in the eStatement being dispatched.

In the case if the Bank's eMail carrying the eStatement to is not delivered due to incorrect eMail address the Bank shall de-register the Customer's eStatement Subscription.

The Customer understands that the Bank is using WinZip to compress and encrypt the attachment. If the Customer does not have WinZip or other compatible compression utilities on the Customer's PC, the Customer can download this application from <http://www.winzip.com>.

The Bank takes utmost care while dispatching the eStatement and have taken adequate precautions in line with the best in industry to prevent viruses/rogue attachments in/from all the Bank's eMails including the Customer eStatements. But eMails may suffer errors, viruses, delay, interception and amendment over the Internet. Standard Chartered India does not accept liability for any damage caused by any of our eStatements.

The Customer agrees that the eStatement shall be conclusive proof of the correctness of the transactions and amounts mentioned therein and shall be binding on the Customer unless an error therein is reported to the Bank within 21 days from the date of the eStatement.

The Customer understands that this mode of sending the statement of accounts is for the Customer's convenience. The Bank shall not be liable or responsible for any breach of secrecy or confidentiality in any manner whatsoever on account of the information/ statement of accounts being sent by email at the above mentioned e-mail address.

The Bank shall not be liable in case of my not receiving the statement of accounts because of the above information not being correct.