

This document lays out Terms and Conditions for DCB Business Internet Banking which are applicable to all existing accounts and all accounts that will be opened with DCB Bank any time in the future. Internet Banking Terms and Conditions is a contract between the user/ customer and DCB Bank Limited.

I/We being the user/ customer/ Client of the DCB Bank, I/ We say that, I/ We have read, understood, accepted the terms and conditions governing DCB Business Internet Banking:

1. Definitions: In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:
 - i. "Account(s)" refers to the different types of accounts & products which are presently offered or which may be offered in future & covers user's Bank account, credit card account, home loan account, automobile loan account, consumer durable loan account, depository account and/or any other type of account (each account hereafter referred to as an "Account" and collectively as "Accounts"), so maintained with DCB Bank which are eligible Account(s) for purposes of Internet Banking. One of these Accounts shall be designated as the Primary Account and all other Accounts, if any, of the user shall be referred to as Secondary Account(s). All accounts linked to the Customer ID may be accessible for view and/or transactions through Internet Banking, subject to the options exercised in the User Application Form (BIB Form) by the customer either separately or as a part of the Account Opening Document subject to DCB Bank's policy.
 - ii. "Alerts" mean messages sent to the Customer over certain channels of electronic medium – which are triggered by certain events taking place in respect of the Account of the Customer or otherwise. The Bank may offer the facility of Alerts for information only and may discontinue the same at its own discretion. Transactions on accounts will continue to be guided by prevalent banking practice and the Bank on best effort basis may display certain pre-defined Alerts. However, the Bank shall not be responsible or liable for the timeliness, completeness, accuracy and successful delivery or receipt of the Alert.
 - iii. "Authorised User" shall mean the person(s) authorised by the customer to use the internet banking services provided by DCB Bank as per the user application form (BIB Form) provided by the customer either separately or as a part of the account opening document.
 - iv. "Banking Day" shall mean a day on which the DCB Bank is open for business.
 - v. "Beneficiaries" shall mean the persons authorised by the customer from time to time in whose favour fund transfer instructions including payment instrument and payment instruction requests are given by the customer through the Services; and the expression. "Beneficiary" shall mean any one of them.
 - vi. "DCB Bank" refers to DCB Bank Limited, a company incorporated under the Companies Act, 1956 and licensed as a Bank under the Banking Regulation Act, 1949 and having its registered office 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai- 400 013 and corporate office at 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai- 400 013.
 - vii. "Internet Banking" refers to the internet Banking service offered by DCB Bank to the user including services such as balance enquiry in the Account, details of transactions in the Account(s), statement of Account, transfer of funds and any other service as DCB Bank may decide to provide from time to time through DCB internet banking. The availability/non-availability of a particular service shall be communicated to the user through email, web page of DCB Bank or in writing as may be deemed fit by DCB Bank. Such Internet Banking may be provided by DCB Bank directly or through its associates or contracted service providers.
 - viii. "Personal Information" refers to the information provided by the user to DCB Bank
 - ix. "Registered Mobile Number": shall mean the registered mobile number of the authorized user as provided in the relevant User Application Form/ Business Internet Banking (BIB) Form

provided by the customer either separately or in the BIB section of the account opening document or as may be by the customer with due notice to the DCB Bank in the manner as may be prescribed by the DCB Bank for BIB. The Customer shall be responsible for intimating the DCB Bank any change in his mobile phone number on which customer wants to receive the alerts for Internet Banking in the DCB Bank's specified request form for BIB in writing and obtaining confirmation for registration of the same.

- x. "Registered Email ID": shall mean the registered email ID of the authorized user as provided in the relevant User Application Form/ Business Internet Banking (BIB) Form provided by the customer either separately or in the BIB section of the account opening document or as may be by the customer with due notice to the DCB Bank in the manner as may be prescribed by the Bank for BIB. The Customer shall be responsible for intimating the DCB Bank any change in his email ID on which he wants to receive the Alerts for Internet Banking in the Bank's specified request form for BIB in writing and obtaining confirmation for registration of the same.
- xi. "Terms" refer to terms and conditions herein for the use of DCB Business Internet Banking.
- xii. "User" or "Client" refers to a customer of DCB Bank, authorized to view and/or do transactions through Internet Banking, subject to the options exercised in the User Application Form (Business Internet Banking (BIB) Form) by the customer either separately or as a part of the Account Opening Document subject to Bank's policy. The terms "User", "Client" and "customer" have been used interchangeably in these Terms and Conditions. "User Application/ Acceptance Form (Business Internet Banking (BIB) Form) shall mean the customer's application for the provision of the Internet Banking Services (as identified therein) provided by the customer either separately or as a part of the Account Opening Document. It shall mean the form inter alia having details of the authorised user and the nature of the Internet Banking Services to be availed by the customer.
- xiii. "Unauthorised Access": The user shall take all necessary precautions to prevent unauthorised and illegal use of Internet Banking and unauthorized access to the Accounts provided by Internet Banking.
- xiv. "Website" refers to the website owned, established and maintained by DCB Bank located at the URL www.dcb Bank.com. In this document, all references to the user being referred in masculine gender shall be deemed to include the feminine gender.
- xv. "Green PIN": Green PIN means a secret PIN which is generated by the DCB Bank, which is sent to "User" or "Client" through SMS/ message on User's / Client's registered Mobile number and registered email ID to reset the password of Internet Banking services availed by the User or Client. The one part of the PIN is sent on User's or Client's registered mobile number and other part is sent on it's registered email ID respectively. One part of the password when combined with other part of the password is collectively referred as Green PIN.
- xvi. The terminologies such as "I/We" or "me/us" or "mine/ours" or "my/our" used/referred in the terms and conditions are from the context of user/customer/Client.

2. Applicability of Terms and conditions:

I/We hereby understood and accept that, these Terms form the contract between me/us and DCB Bank for availing Internet Banking. I/We shall apply to DCB Bank in the prescribed form for use of Internet Banking. DCB Bank shall be entitled at its sole discretion to accept or reject such applications as may be submitted by me/us. By applying for or availing of Internet Banking, I/We acknowledges and accepts these terms for the use of Internet Banking facility.

3. Internet Banking:

We say that, for the purpose of availing Internet Banking, I/We have legal and valid access to the Internet and would be accessing it through devices having licensed operating and active antivirus systems. The information provided to me/us through the Internet Banking is not updated continuously but at regular intervals. Consequently, any information supplied to me/us through

Internet Banking will pertain to the date and time when it was last updated and not as the date and time when it is supplied to me/us. I/we hereby acknowledge that, DCB Bank shall not be liable for any loss that I/We may suffer by relying on or acting on such information. I/We say that, I/We have no objection for maintenance of records and DCB Bank may keep its records of the transactions in any form it wishes. I/We confirm that, in the event of any dispute, DCB Bank's records shall be binding as the conclusive evidence of the transactions carried out through Internet Banking. In the absence of clear proof that DCB Bank's records are erroneous or incomplete, DCB Bank's records of transactions carried out through Internet Banking shall be conclusive and binding on the me/us. Any request for any service, which is offered as a part of Internet Banking, shall be binding on me/us as and when DCB Bank receives such a request. If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation on my/our part, DCB Bank shall not be required to act on the request until it receives such documentation from us/me. I/We shall ensure that Internet Banking or any related service is not used for any purpose which is illegal, improper or which is not authorized under these Terms and conditions.

4. Unauthorized Access:

I/We say that, I/We shall take all necessary precautions to prevent unauthorized and illegal use of Internet Banking and unauthorized access to the Accounts provided by Internet Banking. I/We hereby acknowledge that, DCB Bank shall take all commercially reasonable care to ensure the security of the Internet Banking services and to prevent unauthorized access to the Internet Banking using commercially reasonable technology available in India to DCB Bank. I/We hereby agree to contact DCB Bank immediately if they have grounds to suspect any security breach. Provided, however, DCB Bank will not be liable for any losses incurred by me/us on account of such breach. I/We acknowledge that I/We will be responsible for any instruction that was not given by me/us upon which DCB Bank has acted in good faith and in circumstances where DCB Bank has complied with security procedures provided to me/us from time to time.

5. Internet Banking Access:

i) I/We agree and accept the terms and conditions for access to internet Banking facility provided by DCB Bank. I/We hereby acknowledge the allotted Internet Banking user-id and a set of secret Green PIN on my/ our registered Mobile number and registered email ID as passwords by DCB Bank in the first instance or I/We shall receive and ensure that the mailer is received in a sealed envelope without any tampering, and if not, I/We shall forthwith inform DCB Bank immediately in writing or by phone to Customer care or nearest Branch of DCB Bank.

ii) I/We confirm that I/We change the password assigned by DCB Bank for accessing Internet Banking for the first time. As a safety measure, I/We confirm that, I/We shall change the password at frequent intervals thereafter as possible. In addition to user-id and password DCB Bank may, at its discretion, advise me/us to adopt such other means of authentication including but not limited to digital certification and / or smart cards. I/We shall not attempt or permit any third person or others to attempt accessing the Account information stored in the computers of DCB Bank through any means other than the Internet Banking.

6. Internet Banking Password:

i. I/We hereby acknowledges, represents and warrants that the password which will be issued to me/us, provides access to the Account and that I/We is/ are the sole and exclusive owner and is/are the only authorized user of the password and accepts sole responsibility for use, confidentiality and protection of the password, as well as for all orders and information changes (i.e., change of address) entered into Accounts using such password. I/We shall not divulge his/her user-id and / or password/s to anyone else and/or record it digitally or physically anywhere which can be accessed and if so divulged, I/We will hold only herself/himself liable for any loss and / or damage arising out of such divulgence. I/We hereby grants express authority to DCB Bank for carrying out transactions and instructions authenticated by such password. I/We hereby unconditionally undertakes to have Internet

- Banking password / Green PIN of such number of letters/digits as may be notified by DCB Bank from time to time and ensure that the same is kept confidential; and to not let any unauthorized person have access to the internet while I/We is/are accessing the Internet Banking. If I/We forgets the Internet Banking password, I/We may request for the issue of a new password by sending a written request to DCB Bank and this shall not be construed as the commencement of a new contract. I/We hereby agrees and acknowledges that DCB Bank shall in no way be held responsible or liable if I/We incurs any loss as a result of information being disclosed by DCB Bank regarding his/her Account(s) or carrying the my/our instruction pursuant to the access of the Internet Banking and I/We hereby shall fully indemnify and hold harmless DCB Bank in respect of any such losses, damages, costs, charges, and expenses including Advocate fees claimed by DCB Bank for the same. I/We shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. I/We shall comply with such guidelines, instructions or terms as DCB Bank may prescribe from time to time with respect to the password.
- ii. Once the DCB Bank adds the Authorized User as per the my/our instruction, passwords / Green PIN will be generated for each Authorized User and Authorized User shall receive the same via the authorised means including but not limited to email and SMS or courier or post etc.
 - iii. I/We hereby agrees to receive the authorization password by way of SMS and email from DCB Bank wherever applicable and/or shall not raise any objection on any grounds whatsoever notwithstanding the fact that the number of the Authorized User might have been registered in the "Do Not Call Registry" with the cellular service provider.
 - iv. I/We hereby agrees that receipt of the SMS and email by me/us is entirely dependent upon the network provided by third party aggregators and cellular service providers.
 - v. I/We represents, confirm and acknowledge that the means and mode of instructions as envisaged hereunder are non-secure means of communication and liable to delay, non-delivery, corruption, hacking and interception by third parties. I/We hereby agrees that the DCB Bank shall be entitled to rely on any communication through such means and mode of Instructions on an "as" basis without any obligation or duty to enquire into the genuineness or correctness of such communication and all such communications shall be binding on me/us.
 - vi. I/We understand and accept that, to the best of the abilities, DCB Bank shall ensure the electronic delivery of the password Code/ Green PIN on the registered mobile number via SMS and email. However, DCB Bank shall not be responsible for non-receipt of the SMS Code/ Green PIN or delay for the reasons beyond its control. I/We hereby acknowledge that, the DCB Bank holds no responsibility for any losses occurred due to non-delivery/mis-delivery of the password Code through SMS and email.
 - vii. The DCB Bank may decide to disable password in case the services are not used for a continuous period as decided by the DCB Bank. I/We may also request for temporary disabling of access. To reactivate access to Internet Banking, I/We must intimate the DCB Bank in writing or oral by way of a letter, phone or such other mode as may be prescribed by DCB Bank, providing certain details as may be required or prescribed by the DCB Bank and the information so sent shall be deemed to be correct. In case I/We forgets the Password, a new Password may be obtained from the DCB Bank against a written request. Such replacements shall not be construed/ deemed as the commencement of a new contract. In such an event DCB Bank shall provide the new Password within a reasonable period of time. However, till such time no transactions would be affected.
 - viii. If I/We forgets the Internet Banking password/ Green PIN, I/We may request for the issue of a new password by sending a written request to DCB Bank and this shall not be construed as the commencement of a new contract. I/We agrees and acknowledges that DCB Bank shall in no way be held responsible or liable if I/We incurs any loss as a result of information being disclosed by DCB Bank regarding his Account(s) or carrying the instruction of I/We pursuant to

the access of the Internet Banking and I/We shall fully indemnify and hold harmless DCB Bank in respect of the same. I/We shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. I/We shall comply with such guidelines, instructions or terms as DCB Bank may prescribe from time to time with respect to the password.

7. Appointment:

I/We wanted to avail the internet Banking Services hence applied to DCB Bank for the same. hence DCB Bank agrees to provide Internet Banking Services to me/us and I/We agrees to avail the Internet Banking Services as per the terms and conditions set out in these Terms and Conditions. I/We agrees and acknowledges that the Internet- Banking Services may be provided by the DCB Bank directly or through its sub-contractors and/or service providers.

I/We understand that use of the Internet- Banking Services is governed by the Terms and Conditions read along with the terms and conditions, if any, prescribed by the Reserve Bank of India (RBI) from time to time along with other applicable laws or any other agreement I/We has executed with DCB Bank including but not limited to the Account Opening Document.

- 8. Accuracy of Information:** I/We is/are responsible for the correctness of information supplied to DCB Bank for use of the Internet Banking or through any other means such as electronic mail or written communication. I/We agree that, DCB Bank will accept no liability for the consequences arising out of erroneous information supplied by me/us. If I/We notices an error in the information supplied to DCB Bank either in the application form or any other communication, I/we shall immediately advise DCB Bank which will endeavor to correct the error wherever possible on a "reasonable efforts" basis. While the DCB Bank and its Affiliates will take all reasonable steps to ensure the accuracy of the information supplied to me/us, the DCB Bank and its Affiliates shall not be liable for any inadvertent error, which results in the providing of inaccurate information. I/We and / or any Authorized User shall not hold DCB Bank liable for any loss, damages etc. that may be incurred / suffered by me/us / Authorized User, if the information supplied to me/us turns out be inaccurate/ incorrect.

If the Authorized User / customer have reason to believe that the Registered Mobile Number is / has been allotted to another person and / or the Registered Mobile is lost and / or there has been an unauthorised transaction in the Account, I/We / Authorized User shall immediately inform the DCB Bank in writing and / or mode as prescribed by the DCB Bank on it's website to block their Internet Banking Services and obtain an acknowledgment for the same.

- 9.** I/We hereby understand and acknowledge that, the DCB Bank may refuse to act upon an instruction and take any action the DCB Bank deem appropriate in the circumstances, including cancelling or blocking the customers' rights of access to the Internet - Banking Service, if :
- (i) The DCB Bank has reasonable grounds to believe that it was not given by me/us; or the instruction was not clear or ambiguous, as determined by DCB Bank;
 - (ii) The DCB Bank believes in its sole discretion that acting upon the instruction will prevent the DCB Bank from complying with what DCB Bank considers to be their obligations under applicable law, regulation or guidelines of a regulatory authority;
 - (iii) The DCB Bank believes in its sole discretion that acting on the instruction might cause the DCB Bank to be in breach of a contractual duty or prevent the DCB Bank from complying with their obligations under any contract or arrangement DCB Bank may be subject to;
 - (v) The Customer's rights of access to the Internet - Banking Services are being used for an unlawful purpose, including but not limited to, a violation of sanctions legislation, anti-money laundering or terrorism financing legislation; or there has been or DCB Bank have reason to believe there is about to be an unauthorized disclosure of the customer's security details or other security breach or breach of these terms and conditions generally.

- (vi) DCB Bank may refuse to act upon an instruction (financial or non-financial instructions) from me/us if it feels that its a suspect and/or is not in line with the normal customer behavior. In such cases DCB Bank as its sole discretion may initiate a step up verification process. Customer may be allowed to proceed further only after successful user verification and DCB Banks internal approving process being complete.

10. I/We agrees, acknowledges, accepts following:

- (i) I/We hereby accept that, DCB Bank's records and statements shall be conclusive evidence of the facts reflected in those records and statements.
- (ii) I/We will be responsible to ensure full compliance with the local laws applicable to any access and use of the Internet Banking Service.
- (iii) I/We hereby provide my/our Consents and acknowledges that the DCB Bank shall be entitled to engage the services of any outside agencies to facilitate the development, maintenance and servicing of the Internet Banking Services.
- (iv) I/We accept and acknowledge that breach of the Terms and Conditions by me/us shall entitle the DCB Bank to withdraw the said Internet- Banking Services for me/us.
- (v) I/We accept and acknowledge that, the Internet- Banking Services shall not be available if prevented due to Force Majeure events such as factors including but not limited to civil commotion, sabotage, lockout, strike or other labour disturbances of any kind interfering with or affecting the normal functioning of DCB Bank or of the Internet Banking Services platform, accidents, fires, flood, explosion, epidemic, pandemic, quarantine restrictions, damage to DCB Bank's and/or the DCB Bank's vendors' facilities, absence of the usual means of communication or transportation, or factors leading to the unavailability of the Internet for the DCB Bank and/or the customer or computer hacking, unauthorised access to computer data and storage devices, computer crashes, or any other cause, whether of same or a different nature, unavoidable or beyond the control of the DCB Bank. The Internet- Banking Services shall not be available on account of any urgent maintenance service and the maintenance of service shall be at the discretion of DCB Bank. In aforesaid circumstances DCB Bank shall not be liable for any deficiency of it's service/s or any related losses, damages, charges, claimed by me/us.

11. Security Mechanism:

- (i) I/We shall at its cost, procure, maintain and update/upgrade all such software and computer & communication systems, devices not limited to mobile phones, computer and any other systems, which are compatible with DCB Bank's system, as applicable, from time to time, to avail and use Internet Banking. The DCB 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 my/our software, hardware, operating systems and that the same shall be the sole responsibility of me/us.
- (ii) I/We hereby represents and warrants that I/We have a complete working knowledge of computers / electronics machinery, e-mail and the Internet, which will enable me/us to avail the Internet Banking. The DCB Bank shall not be responsible due to loss (es) suffered by me/us from any misuse/ unauthorized use of the Internet Banking password chosen by me/us. I/We should not access the Internet Banking using any computer or other device, which he/she does not own without the owner's permission to do so nor should he allow any other person to use his/her own computer. If the DCB Bank suffers any loss due to breach by Customer of this condition, then I/we will compensate the DCB Bank for the same.
- (iii) Wherever possible, I/We will ensure that two factor authentication is setup for their email ID which is registered with the DCB Bank for receiving OTPs and alerts. This will help prevent unauthorized access of such email ID's. I/we hereby accept that, I/We will closely monitor such email ID's by frequently accessing it. In case any unauthorised alerts or OTPs are received and / or the email ID is blocked, I/We should immediately call the DCB Bank's

Contact centre on the numbers specified on our website and get their internet banking facility blocked. This will also ensure that the Internet banking passwords sent against their requests on their email ID will not be compromised.

- (iv) I/We will also closely monitor their mobile number which is registered with the DCB Bank for receiving OTPs and alerts. In case any unauthorized alerts or OTPs are received and / or in case of any suspicious blocking or suspension of the services by their telecom service provider, I/We should immediately call the DCB Bank's Contact centre on the numbers specified on our website and get their internet banking facility blocked. This will ensure that the Internet banking passwords sent against their requests on their mobile will not be compromised

- 12.** I/We acknowledges and unconditionally accepts and agrees that in no way shall the DCB Bank be or held responsible if I/We incurs a loss as a result of misuse/unauthorised use of Internet Banking and/or Password or as a result of information being disclosed by the technology, it may not be possible to keep the system foolproof and tamperproof at all times. I/We acknowledges and unconditionally accepts and agrees that in no way shall the DCB Bank be or held responsible if I/We incurs a loss as a result of misuse/unauthorised use of Internet Banking and/or Password or as a result of information being disclosed by the DCB Bank regarding my/our DCB Bank Account/s to any Person or carrying out the transaction or instruction received through Internet Banking. If I/We fails to observe the security and confidentiality requirements he may incur liability for unauthorized use. The DCB Bank does not assume any responsibility on this behalf under any circumstances. I/We are aware of the risks, responsibilities and liabilities involved in Internet Banking and has after having due consideration availed of the same.
- 13.** Joint Accounts: I/We hereby understand, acknowledge that, in case of Joint Accounts, transactions through Internet Banking, shall be available if the mode of operation is indicated as 'either or survivor' or 'anyone or survivor'. I/We desirous of using the Internet Banking should either be the Account holder and sole signatory or authorized to act independently in case of a joint account. For such joint accounts, one user-id and password for Internet Banking will be issued to each of the joint account holders when requested. The other joint account holders shall expressly agree with the arrangement and give their consent on the application form for use of Internet Banking. In case of joint accounts operated by more than one user, DCB Bank shall act on the instruction received first and any subsequent instruction shall be neglected. All correspondence will be addressed to the first named person only. All transactions arising from the use of Internet Banking in the joint account shall be binding on all the joint account holders, jointly and severally.
- 14.** Charges: I/We hereby understand, authorize, accept that, DCB Bank reserves the right to charge and recover from I/We service charge for providing the Internet Banking (including but not limited to the right of charging me/us for the use of funds transfer). I/We hereby authorise DCB Bank to recover the service charge by debiting one of the Accounts of mine/ours or by sending a bill to me/us who will be liable to make the payment within the specified period. Failure to do so shall result in recovery of the service charge by DCB Bank in a manner as DCB Bank may deem fit along with such interest, if any, and/or suspension of the facility of Internet Banking without any liability to DCB Bank
- 15.** Maintenance of Sufficient Balance: I/We shall ensure that there are sufficient funds (or prearranged credit facilities) in any Account for transactions through the Internet Banking, and I/We acknowledge that, DCB Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that DCB Bank shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to me/us and I/We shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related costs and charges. I/We hereby acknowledge that, DCB Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation DCB Bank may levy service charges for use of Internet Banking which will be notified by

DCB Bank to me/us from time to time. Any change in such service charges will also be notified to me/us. I/We authorizes DCB Bank to recover all charges related to Internet Banking as determined by DCB Bank from time to time by debiting one of the Accounts. DCB Bank may withdraw the provision Internet Banking, wholly or partly, if at any time the amount of deposit falls short of the required minimum as aforesaid and / or if the service charges remain unpaid, without giving any further notice to me/us and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

- 16.** Funds transfer through Internet Banking: I/We hereby understand, accept the terms and conditions applicable under this clause. I/We accepts that I/We will be responsible for keying in the correct account number for the fund transfer request. In no case, DCB Bank will be held liable for any erroneous transactions incurred arising out of or relating to me/us entering wrong account numbers.

DCB Bank shall specify from time to time the limit for carrying out various kinds of funds transfer or any other services through Internet Banking. The said facility will be provided in accordance with the arrangements. DCB Bank would have with other Banks / agencies / companies or any other entity & as per the terms and conditions specified by DCB Bank from time to time.

- 17.** Authority to DCB Bank for Internet Banking: I/We irrevocably and unconditionally authorizes DCB Bank to access all his Account(s) for effecting Banking or other transactions performed by me/us through the Internet Banking. The instructions of mine/ours shall be effected only when such instruction is in accordance with the prescribed procedure. DCB Bank shall have no obligation to verify the authenticity of any transaction / instruction received or purported to have been received from me/us through Internet Banking or purporting to have been sent by me/us other than by means of verification of the Internet Banking user-id and the password. The read-out, the faxed / email output or the printed output, if any, that is received by me/us at the time of operation of Internet Banking is a record of the operation of the computer by me/us and shall be accepted as conclusive and binding for all purposes. All the records of DCB Bank generated by the transactions arising out of the use of the Internet Banking, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction. While DCB Bank shall endeavor to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law. All the transactions arising through the use of the Internet Banking to operate a joint account shall be binding on all the joint account holders, jointly and severally.

- 18.** Instructions: I/We say that, I/We shall accept and abide to all instructions for Internet Banking shall be given, through computer or any other medium/channel enabled by DCB Bank for the purpose, by me/us in the manner indicated by DCB Bank. I/We is also responsible for the accuracy and authenticity of the instructions provided to DCB Bank and the same shall be considered to be sufficient to operate the Internet Banking. DCB Bank shall not be required to independently verify the instructions, and the instruction shall remain effective till such time the same is countermanded by further instructions by me/us. DCB Bank shall have no liability if it does not or is unable to stop or prevent the implementation of an instruction which is subsequently countermanded. Where DCB Bank considers the instructions to be inconsistent or contradictory it may seek clarification from me/us before acting on any instruction of mine/ours or act upon any such instruction as it deems fit. DCB Bank states that it has no liability or obligation to keep a record of the instructions to provide information to me/us or for verifying user's instructions. DCB Bank may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the Internet Banking if it has reason to believe that my/our instructions will lead or expose to direct or indirect loss or may require an indemnity from me/us before continuing to operate the Internet Banking. Any instruction, order, direction, request entered using the password of mine/ours shall be deemed to be an instruction, order, directive, request received from me/us. All instructions, requests, directives, orders, directions, entered by me/us, either electronically or otherwise, are based upon my/our decisions and are the sole responsibility of mine/ours. I/We understands that

entering an instruction, direction, order, request with DCB Bank either electronically or otherwise, does not guarantee execution of such instruction, direction, order, request. DCB Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by me/us until it acts on such instruction, direction, order, request.

- 19. Liability of customer/user and DCB Bank:** I/We hereby acknowledge that, DCB Bank shall not be liable for any unauthorized transactions occurring through the Internet Banking and I/We hereby fully indemnifies and holds DCB Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. DCB Bank shall under no circumstance be held liable to me/us if the Internet Banking is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of DCB Bank. Under no circumstances shall DCB Bank be liable for any damages whatsoever, whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or reputation whatsoever in nature and whether sustained by me/us or by any other person. Illegal or improper use of the Internet Banking shall render I/We liable for payment of financial charges as decided by DCB Bank or will result in suspension of the operations through the Internet Banking or DCB Bank. Thus I/we hereby agrees, acknowledges that in happening of aforesaid incident/s or event/s does not amounts to deficiency of service/s on the part of DCB Bank.
- 20. Disclaimer of Warranties:** I/We hereby expressly agrees that use of the Internet Banking is at my/our sole risk. The DCB Business Internet Banking facility is provided on an "as is" and "as available" basis. Except as warranted in the Terms, DCB Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Internet Banking. DCB Bank does not warrant that access to the Website and Internet Banking shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website or use, accuracy or reliability of Internet Banking. DCB Bank will not be liable for any virus that may enter my/our system as a result of I/We using Internet Banking. DCB Bank does not guarantee to I/We or any other third party that Internet Banking would be virus free. Thus user agrees, acknowledges that in happening of aforesaid incident/s or event/s does not amounts to deficiency of service/s on the part of DCB Bank.
- 21. Indemnity:** In consideration of DCB Bank providing me/us the Internet Banking, I/We shall, at my/our own expense, indemnify and hold DCB Bank, its directors and employees, representatives, agents, as the case may be, indemnified against all losses and expenses on full indemnity basis which DCB Bank may incur, sustain, suffer or is likely to suffer in connection with DCB Bank's execution of my/our instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through Internet Banking for any action taken or omitted to be taken by DCB Bank, its officers, employees or agents, on the instructions of mine/ours. I/We will pay DCB Bank such amount as may be determined by DCB Bank to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature. Further, I/We agrees, at his own expense, to indemnify, defend and hold harmless DCB Bank, its directors and employees, representatives, agents, against any claim, suit, action or other proceeding brought against DCB Bank, its directors and employees, representatives, agents by a third party, to the extent that such claim, suit, action or other proceeding brought against DCB Bank, its directors and employees, representatives, agents is based on or arises in connection with me/us of Internet Banking with reference to: (i) a violation of the Terms contained herein by me/us; (ii) any deletions, additions, insertions or alterations to, or any unauthorized use of, Internet Banking by me/us; (iii) any misrepresentation or breach of representation or warranty made by me/us contained herein; or (iv) any breach of any covenant or obligation to be performed by me/us here under. I/We agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any

such claim, suit, action or proceeding attributable to any such claim. I/We hereby agrees that under no circumstances, DCB Bank's aggregate liability for claims relating to Internet Banking, whether for breach in tort (including but not limited to negligence) shall be limited to the transaction charges/fees or consideration paid by me/us within the previous twelve (12) months for Internet Banking, excluding any amount paid towards transactions.

22. **Disclosure of Information:** I/We agrees that DCB Bank or their contractors may hold and process his/her personal Information and all other information concerning his/her Account(s) on computer or otherwise in connection with the Internet Banking as well as for analysis, credit scoring and marketing. I/We also agrees that DCB Bank may disclose, in strict confidence, to other institutions, such personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognized credit scoring agencies, or for fraud prevention reporting purposes.
23. **Change of Terms and conditions:** I/We hereby accept and acknowledge that, DCB Bank shall have the absolute discretion to amend or supplement any of the Terms and conditions at any point of time. Such change to the Terms and conditions shall be communicated to me/us as per modes mentioned under clause no.26. By using any new services as may be introduced by DCB Bank, I/We shall be deemed to have accepted the changed Terms and conditions.
24. **Non-Transferability:** The grant of Internet Banking to a user is not transferable to any third party under any circumstance and shall be used only by me/us.
25. **Termination of Internet Banking:** I/We may request for termination of the Internet Banking any time by giving a written notice of at least 15 days to DCB Bank. The termination shall take effect on the completion of the fifteenth day. I/We will remain responsible for any transactions made through the Internet Banking until the time of such termination. DCB Bank may withdraw, reduce the rights or terminate the Internet Banking anytime either entirely or with reference to a specific service or user at it's sole discretion; and/or in case of breach of Terms by I/We without a prior notice; or if it learns of the death, Bankruptcy or lack of legal capacity of mine/ours.
26. **Notices:** I/We accept, acknowledge that, Notices and communication under these Terms and conditions may be given by DCB Bank to me/us by SMS and/or email to their mobile numbers and/or email ID's as per DCB Bank's record or through any other mode as deemed by the DCB Bank. In addition, DCB Bank may also publish notices of general nature, which are applicable to any user in a newspaper or at [www.dcb Bank.com](http://www.dcbbank.com). Such notices will have the same effect as a notice served individually to each user. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.
27. **Governing Law:** These Terms and/or the operations in the Accounts of I/We shall be governed by the laws of India. The Parties hereby agree that any legal action or proceedings arising out of the Terms for Internet Banking shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. DCB Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms and conditions for Internet Banking in any other court, tribunal or other appropriate forum, and I/We hereby consents to that jurisdiction. Any provision of the Terms and conditions for Internet Banking which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms and conditions or affect such provision in any other jurisdiction.
28. **Applicability to future accounts:** DCB Bank and I/We agree that if I/We opens further Accounts with/subscribes to any of the products/services of DCB Bank and DCB Bank extends the Internet Banking to such Accounts or products or services and I/We opts for use thereof, then the Terms shall automatically apply to such further use of the Internet Banking by me/us.

- 29. General:** The clause headings herein are only for convenience and do not affect the meaning of the relative clause. DCB Bank may sub-contract and employ agents to carry out any of its obligations under this contract. DCB Business Internet Banking service would be available to me/us in certain cities only and during timings specified by DCB Bank from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction. All costs incurred by me/us including telecommunication costs to use the Internet Banking would be borne by me/us. As a tool to correct misunderstandings, I/We understands, agrees and authorizes DCB Bank, at its discretion, and without further prior notice to I/We, to monitor and record any or all telephone conversations or electronic communications between me/us and DCB Bank and any of its employees or agents. These terms and conditions contain DCB Bank's entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between me/us and DCB Bank for Internet Banking. I/We hereby acknowledges that I/we has not relied on any representation made by DCB Bank or any of its employees or agents and has made his own independent assessment of Internet Banking. No third party will have any rights or claims under these terms and conditions.
- 30. Assignment:** I/We accept, acknowledge that, DCB Bank shall be entitled to sell, assign, securitize or transfer DCB Bank's right and obligations under the Terms and any security being in favour of DCB Bank (including all guarantee/s) to any person of DCB Bank's choice in whole or in part and in such manner and on such terms and conditions as DCB Bank may decide. Any such sale, assignment, securitization or transfer shall conclusively bind me/us and all other persons. Me/our heirs, legal representatives, executors, administrators and successors are bound by the Terms. DCB Bank may sub-contract and employ agents to carry out any of its obligations under this contract. However, I/We shall not be entitled to transfer or assign any of his rights and obligations hereunder.
- 31. Right of set-off and Lien:** I/We hereby accept that, DCB 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/scrips held in the Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Internet Banking facility extended to and / or used by me/us.
- 32. Proprietary Rights:** I/We accept that, there will be no obligation on DCB Bank to support all or any versions of the Internet software as may be required for offering Internet Banking. I/We acknowledges that the software underlying the Internet Banking as well as other Internet related software which are required for accessing Internet Banking are the legal property of the respective vendors. The permission given by DCB Bank to access Internet Banking will not convey any proprietary or ownership rights in such software. I/We shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking or create any derivative product based on the software.
- 33. Communications through Electronic means:** I/We accept that, Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the DCB Bank's Website www.dcb Bank.com. DCB Bank would be deemed to have fulfilled its legal obligation to deliver to me/us any document if such document is sent via electronic means. Failure to advise DCB Bank of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.
- 34. Stop payment of cheque:** I/We hereby understand, acknowledge that, DCB Bank shall accepts no responsibility for any failure to comply with instructions for stop payment of cheques. I/We shall solely be responsible for consequences of stop payment instructions and shall fully indemnify DCB Bank for any loss, damages, expenses (including legal expense) which DCB Bank may suffer or

incur as a result of carrying out the stop payment instruction.

Security Features for DCB Bank Internet Banking:

I/We understand and acknowledge that DCB Bank employs a range of security features for its Internet Banking and other channels. These measures extend from data encryption to firewalls. DCB Bank uses 128-bit Secure Socket Layer (SSL) encryption technology to ensure that the information exchanged between the customer's computer/mobile phone and the internet - Banking site over the Internet is secure and cannot be accessed by any third party.

I/We hereby agree that, I/we shall participate to Online Security mentioned by DCB Bank:

I/We shall understand, follow and acknowledge the DCB Bank's recommendations for following security measures to all its Internet Banking used by me/us as customer/user/client:

- i. I/We agree that, I/We will create and maintain different passwords for Login and for Transactions. This will provide us additional security for financial transactions through Internet Banking.
- ii. If I/We are accessing any website (including www.dcb Bank.com) from cyber cafe, any shared computer or from a computer other than that will be at my/our own risk/s and DCB Bank shall not be liable for any losses, damages occur due to any cyber-attack on my/our account/s.
- iii. I/We will change my/our passwords after such use/access from cyber cafe from my/our own PC at workplace or at house. I/We understand and acknowledge that, It is very important to do so especially when I/We have entered your transaction password from such shared computer or cyber cafe computer. I/We will change these Passwords from my/our own PC at workplace or at house.
- iv. I/We will make sure that my/our computer is protected with anti-virus and I/We say that, I/We have latest anti-virus software on my computer at home and/or at work place to conduct/ to efficiently use the DCB Business Internet Banking Transaction/s.
- v. I/We hereby agree that, I/We will avoid clicking on spam or suspicious links which are sent via Emails and/or messages on my/our registered mobile. I/We will type URL (Universal Resource Locator) of all such links directly on the browser. I/We hereby agree that, I/We will avoid sending or furnishing personal and financial information on email. I/We hereby agree that, I/We also prior to providing any information (financial or personal) on a website, I/we will verify the authenticity/ bonafides details of the website, its address and of the owners / operators of such websites. I/We will be vigilant and make sure that the URL that appears in the "address" or "location" box on my/our browser window is the one I/we wish to access.
- vi. I/We agree that I/We will change my/our Password regularly as a security measures and as one of the requisite secured use of DCB Business Internet Banking facility
- vii. I/We agree and ensure that, I/We will not choose a password, which I/we had used before or which is likely to be guessed by anyone;
- viii. I/We say that, I/We will ensure and will safeguard my/our Passwords at all times and will not disclose any details of my/our password to anyone else (including to Joint Account Holder or a member of the DCB Bank staff or any third person);
- ix. I/We say that; I/We will not record passwords in a way whereby it will be legible or accessible to any third party.
- x. I/We will preferably memorize passwords and then destroy any record of it;
- xi. I/We say that; I/We will not allow anyone to operate my/our Internet Banking on my/our behalf.
- xii. I/We say that, I/We will not leave any computer system, mobile phone unattended while I/we are logged on to internet banking and each time I/we goes away from such computer system to log-out from Net Banking .I/We agree, shall act vigilantly and I/We will not reply / respond to such communication or click on any link provided in any communication including email, SMS or phone call informing me/us that my/our Banking or other accounts will be closed unless I/We provide my/our personal or banking information by responding to such communication or other email address/website/mobile number/phone number, or any communication requiring furnishing of any information personal or otherwise, and representing to be from DCB Bank.