DCB BANK

Terms and conditions governing DCB Business Internet & Mobile Banking

This document lays out Terms and Conditions for DCB Business Internet Banking (web application) and DCB Business Banking App (mobile app), which are applicable to all existing accounts and all new accounts opened with DCB Bank. The Terms and Conditions for DCB Business Internet Banking and DCB Business Banking App is a contract between the user/ customer and DCB Bank Limited.

I/We being the user/ customer/ client of DCB Bank, I/ we confirm my/our acknowledgement, understanding and acceptance of the terms and conditions governing DCB Business Internet Banking (BIB web application) and DCB Business Banking App (BBA mobile app).

In this document, the terms DCB Business Internet Banking and BIB will be used interchangeably. Similarly, DCB Business Mobile Banking App and DCB BBA will be used interchangeably across this contract.

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 and 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 DCB Business Internet Banking & Business Banking App. 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 from DCB Business Internet Banking & Business Banking App, subject to the options exercised in the user application form (DCB BIM Banking Form – DCB Business Internet Banking and DCB Business Banking (Mobile) App 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/ies 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, DCB 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 DCB Business Internet Banking & Business Banking App facility/ies provided by DCB Bank as per DCB BIM Banking Form submitted 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 DCB BIB and DCB BBA facility/ies; and the expression. "Beneficiary" shall mean any one of them.

(vi) **"DCB Bank (the 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 and corporate office at, 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai- 400 013.

(vii) **"DCB BIB & BBA "** refers to DCB Business Internet Banking (BIB web application) and DCB Business Banking App (BBA mobile app) facility/ies offered by DCB Bank to the user, including services such as balance enquiry for 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 Business Internet Banking & Business Banking App. The availability/ non-availability of a particular facility/ 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. It may be provided by DCB Bank directly, or through associates or contracted service providers.

(viii) "**Personal Information**" refers to any and all the information provided by the user to DCB Bank.

(ix) **"Registered Mobile Number"** shall mean the registered mobile number of the authorised user as provided in the relevant user application form/ DCB BIM Banking Form, submitted by the customer, either separately or in the BIB/ BBA section of the account opening document or with due notice to the DCB Bank in the manner as may be prescribed by the DCB Bank for BIB/ BBA. The customer shall be responsible to inform the Bank by formal communication about any change in their registered mobile phone number on which customer wishes to receive the alerts for DCB BIB & DCB BBA in DCB Bank's specified request form for BIB/ BBA, and obtain confirmation for registration of the same.

(x) **"Registered Email address**": shall mean the registered email address of the authorised user as submitted in the relevant user application form/ DCB BIM Banking Form by the customer, either separately or in the BIB/ BBA section of the account opening document, or through the DCB BIB & BBA Mobile & email address updation form duly filled and presented by the customer with due notice to the DCB Bank in the manner as may be prescribed by the Bank for BIB/ BBA. The customer shall be responsible to inform the Bank in the Bank's specified request form for BIB/ BBA in writing about any change in their email address on which the customer wishes to receive the Alerts for DCB BIB & BBA. The customer must obtain confirmation from the bank for registration of the same.

(xi) "**Terms**" refer to terms and conditions herein for the use of DCB BIB & BBA.

(xii) **"User"** or "Client" refers to a customer of the DCB Bank, authorised to view and/or do transactions through DCB Business Internet Banking & Business Banking App, subject to the options exercised in the user application form (DCB BIM Banking 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 the terms and conditions document. "User Application/ Acceptance Form (DCB BIM Banking Form – DCB Business Internet & Mobile Banking Form) shall mean the customer's application for the provision of the DCB Business Internet Banking & Business Banking App facility/ies (as identified therein) submitted 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 Business Internet Banking & Business Banking App facility/ies to be used by the customer.

(xiii) "**Unauthorised Access":** The user shall take all necessary precautions to prevent unauthorised and illegal use of DCB Business Internet Banking & Business Banking App and to prevent unauthorised access to the Accounts through DCB Business Internet Banking & Business Banking App.

(xiv) "**Website**" refers to the website owned, established and maintained by DCB Bank located at the URL ***https://www.dcb.bank.in/***

(xv) In this document, all references to the user being referred in masculine gender shall be deemed to include the feminine gender.

(xvi) "**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 address to reset the password or MPIN of DCB Business Internet Banking & Business Banking App facility/ies availed by the User. The one part of the PIN is sent to the User's registered mobile number and other part is sent on to the registered email address, respectively. One part of the password when combined with other part of the password is collectively referred as Green PIN.

(xvii) 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 to use DCB Business Internet Banking & Business Banking App. I/We shall apply to DCB Bank in the prescribed form for use of DCB Business Internet Banking & Business Banking App. 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 using DCB Business Internet Banking & Business Banking App, I/we acknowledge and accept these terms for the use of DCB Business Internet Banking & Business Banking App.

3. DCB Business Internet Banking and DCB Business Banking App:

I/We say that, for the purpose of using DCB Business Internet Banking & Business Banking App, 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 DCB Business Internet Banking & Business Banking App is not updated continuously but at regular intervals. Consequently, any information supplied to me/us through DCB Business Internet Banking & Business Banking App 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 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 DCB Business Internet Banking & Business Banking App. In the absence of clear proof that DCB Bank's records are erroneous or incomplete, DCB Bank's records of transactions carried out through DCB Business Internet Banking & Business Banking App shall be conclusive and binding on me/us. Any request for any service, which is offered as a part of DCB Business Internet Banking & Business Banking App, 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 me/us. I/We shall ensure that DCB Business Internet Banking & Business Banking App or any related service is not used for any purpose which is illegal, improper or which is not authorised under these Terms and conditions.

4. Unauthorised access:

I/We say that, I/we shall take all necessary precautions to prevent unauthorised and illegal use of DCB Business Internet Banking & Business Banking App and unauthorised access to the accounts through DCB Business Internet Banking & Business Banking App. I/We hereby acknowledge that, DCB Bank shall take commercially reasonable care to ensure the security of DCB Business Internet Banking & Business Banking App facility/ies and to prevent unauthorised access to the DCB Business Internet Banking & Business Banking App using commercially reasonable technology available in India. 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 upon which the Bank has acted in good faith and in circumstances where the Bank has complied with security procedures provided to me/us from time to time.

5. DCB Business Internet Banking & DCB Business Banking App access:

(i) I/We agree and accept the terms and conditions for access to DCB Business Internet Banking & Business Banking App facility/ies provided by DCB Bank. I/We hereby acknowledge having been allotted DCB Business Internet Banking user-ID and a set of secret Green PIN on my/ our registered mobile number and registered email address as passwords by DCB Bank in the first instance, or I/we shall receive and ensure to check that the password received by post or courier is received in a sealed envelope without any sign of tampering. If the envelope is received in tampered condition, I/we shall inform DCB Bank immediately in writing or by phone to Customer Care or their branch. I/We hereby acknowledge that to create a MPIN to access our DCB Business Banking Mobile App, I/we shall utilse DCB Business Internet Banking user ID and password and a set of OTPs on my/ our registered mobile number and registered email address. I/We hereby acknowledge to use my/ our device containing the SIM of my/our registered mobile number to perform SIM and device binding on the App.

(ii) I/We confirm to change the password assigned by DCB Bank to access DCB Business Internet Banking for the first time. As a safety measure, I/we confirm to change the password/ MPIN (for DCB Business Banking App) at frequent intervals thereafter. Additionally, for the user ID, password and MPIN, 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 card/s. 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 DCB Business Internet Banking & Business Banking App.

6. DCB Business Internet Banking Password & DCB Business Banking App MPIN:

(i) I/We hereby acknowledge, represent and warrant that the password which will be issued to me/us or the MPIN created by me/us, provides access to the Account and that I/we is/are the sole and exclusive owner and is/are the only authorised user of the password and accepts sole responsibility for use, confidentiality and protection of the password & MPIN, as well as for all orders and information changes (i.e., change of address) entered into Accounts using such password/MPIN. I/We shall not divulge mine/our user-ID and / or password/s and MPIN/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 grant, express authority to DCB Bank for carrying out transactions and instructions authenticated by such password/MPIN. I/We hereby unconditionally undertake to have DCB Business Internet Banking & Business Banking App password, MPIN, Green PIN, OTPs 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 unauthorised person access to the internet while I/we am/are accessing DCB Business Internet Banking & Business Banking App facility/ies. If I/we forget the DCB Business 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. For resetting the DCB Business Banking App MPIN, I/we agree and acknowledge the use of the 'Forgot MPIN', feature for DCB Business Banking App. I/We hereby agree and acknowledge that DCB Bank shall in no way be held responsible or liable if I/we incur any loss as a result of information being disclosed by DCB Bank regarding my/our account(s) or executing my/our instruction pursuant to the access of DCB Business Internet Banking and Business Mobile Banking App 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/MPIN.

(ii) Once the DCB Bank adds the Authorised User as per the my/our instruction, passwords/ Green PIN/ OTPs will be generated for each Authorised User and Authorised User shall receive the same via the authorised means including but not limited to email and SMS or courier or post etc. If DCB Business Banking App is availed for this authorised user, I/we agree and acknowledge that the same user will register to DCB Business Banking App using the BIB user id and password along with the OTP validation against their registered mobile number and email address to create MPIN.

(iii) I/We agree and acknowledge that the device or mobile handset used by us/authorised users to access DCB Business Banking App will be solely and personally operated by us/them respectively and access to these mobile devices will not be provided to other non-authorised individuals.

(iv) I/We hereby agree to receive the authorisation password/ OTP 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 mobile number of the Authorised User might have been registered in the "Do Not Call Registry" with the cellular service provider.

(v) I/We hereby agree 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.

(vi) I/We represent, 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 agree 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.

(vii) 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/ OTP 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/ OTP, or delay for reasons beyond its control. I/We hereby acknowledge that, DCB Bank holds no responsibility for any losses occurred due to non-delivery/mis-delivery of the password code through SMS and email.

(viii) DCB Bank may decide to block password/ MPIN in case the services are not used for a continuous period as decided by the DCB Bank. I/We may also request for temporary blocking of access. To reactivate access to DCB Business Internet Banking & Business Banking App, I/we must intimate the DCB Bank in writing by way of a letter, or or orally on the phone or such other mode as may be prescribed by DCB Bank, submitting 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 forget 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. For resetting the DCB Business Banking App MPIN, I/we agree and acknowledge the use of the 'Forgot MPIN' feature forDCB Business Banking App.

(ix) If I/we forget 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 agree and acknowledge that DCB Bank shall in no way be held responsible or liable if I/we incur any loss as a result of information being disclosed by DCB Bank regarding our account(s) or executing my/our instructions pursuant to the access of the DCB Business Internet Banking & Business Banking App, 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 for myself/ us the DCB Business Internet Banking & Business Banking App facility/ies. Hence applied to DCB Bank for the same. Hence DCB Bank agrees to provide DCB Business Internet Banking & Business Banking App facility/ies to me/us and I/we agree to use the DCB Business Internet Banking & Business Banking App facility/ies as per the terms and conditions set out herein. I/We agree and acknowledge that the DCB Business Internet Banking & Business Banking App facility/ies may be provided by the DCB Bank directly or through its sub–contractors and/or service providers.
I/We understand that use of the DCB Business Internet Banking & Business Banking App facility/ies 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 have executed with DCB Bank including but not limited to the Account Opening Document.

8. Accuracy of information:

I/We am/are responsible for the correctness of information supplied to DCB Bank for use of the DCB Business Internet Banking & Business Banking App facility/ies 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 notice 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 Authorised User shall not hold DCB Bank liable for any loss, damages etc. that may be incurred/ suffered by me/us/ Authorised User, if the information supplied to me/us turns out be inaccurate/ incorrect.
If the Authorised User/ customer has 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/ Authorised User shall immediately inform the DCB Bank in writing and/ or the mode as prescribed by the DCB Bank on it's website, to block the DCB Business Internet Banking & Business Banking App facility/ies 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 DCB Business Internet Banking & Business Banking App facility/ies, if:

(i) 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) 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) 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.

(iv) The customer's rights of access to the DCB Business Internet Banking & Business Banking App facility/ies 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 unauthorised disclosure of the customer's security details or other security breach or breach of these terms and conditions generally.

(v) DCB Bank may refuse to act upon an instruction (financial or non-financial instructions) from me/us if it feels that it's 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 agree, acknowledge, accept the 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 DCB Business Internet Banking & Business Banking App facility/ies.

(iii) I/We hereby provide my/our consent and acknowledge that the DCB Bank shall be entitled to engage the services of any outside agencies to facilitate the development, maintenance and servicing of the DCB Business Internet Banking & Business Banking App facility/ies.

(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 DCB Business Internet Banking & Business Banking App facility/ies for me/us.

(v) I/We accept and acknowledge that, the DCB Business Internet Banking & Business Banking App facility/ies 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 disturbances of any kind interfering with or affecting the normal functioning of DCB Bank or of the DCB Business Internet Banking & Business Banking App facility/ies 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 and mobile 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 DCB Business Internet Banking & Business Banking App facility/ies 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 the 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 and 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 DCB Business Internet Banking & Business Banking App. 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 my/our software, hardware, operating systems and that the same shall be the sole responsibility of me/us.

(ii) I/We hereby represent and warrant 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 DCB Business Internet Banking & Business Banking App. The Bank shall not be responsible due to loss (es) suffered by me/us from any misuse/ unauthorised use of the Internet Banking password and Mobile banking MPIN chosen by me/us. I/We should not access the DCB Business Internet & Mobile Banking facility/ies using any computer or other device, which I/we do not own without the owner's permission to do so nor should I/we allow any other person to use mine/our 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 my/our email address which is registered with the DCB Bank for receiving OTP and alerts. This will help prevent unauthorised access of such email addresses. I/We hereby accept that, I/we will closely monitor such addresses by frequently accessing it. In case any unauthorised alerts or OTPs are received and/ or the email address is blocked, I/we should immediately inform/call DCB Bank Customer Care on the numbers specified on DCB Bank website www.dcb.bank.in and get the authorised signatories'/s DCB Business Internet Banking & Business Banking App facility/ies blocked. This will also ensure that the DCB Business Internet Banking and Business Banking Mobile App passwords and OTPs sent against my/our requests on my/our email address will not be compromised.

(iv) I/We will also closely monitor their mobile number which is registered with the DCB Bank for receiving OTP and alerts. In case any unauthorised 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 DCB Customer Care on the numbers specified on DCB Bank website and get my/our DCB Business Internet Banking & Business Banking App facility/ies blocked. This will ensure that the Internet banking passwords and OTPs sent against their requests on their mobile will not be compromised

12. I/We acknowledge and unconditionally accept and agree that in no way DCB Bank shall be held responsible if I/we incur a loss as a result of misuse/unauthorised use of DCB Business Internet Banking and/ or Business Banking Mobile App and/or due to exposure or breach of password/ MPIN/ OTP or if I/we incur a loss as a result of information being disclosed by the technology. I/We acknowledge and unconditionally accept and agree that if I/we fail to observe the security and confidentiality requirements then I/we may incur liability for unauthorised use and that 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 DCB Business Internet Banking & Business Banking App and after due consideration have availed of the same.

13. Joint Accounts: I/We hereby understand, acknowledge that, in case of Joint Accounts, transactions through DCB Business Internet Banking & Business Banking App, shall be available if the mode of operation is indicated as 'either or survivor' or 'anyone or survivor'. I/We desirous of using the DCB Business Internet Banking & Business Banking App should either be the Account holder and sole signatory or authorised 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 DCB Business Internet Banking & Business Banking App. 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 DCB Business Internet Banking & Business Banking App in the joint account shall be binding on all the joint account holders, jointly and severally.
If the joint account holders request for DCB Business Banking App, they will register and generate their MPIN through BIB user ID and password and by validating the OTPs sent to their registered mobile number and email along with SIM and device binding.

14. Charges: I/We hereby understand, authorise, accept that, DCB Bank reserves the right to charge and recover from I/we service charge for providing the DCB Business Internet Banking & Business Banking App (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/ies of DCB Business Internet Banking & Business Banking App without any liability to DCB Bank

15. Maintenance of sufficient account balance: I/We shall ensure that there are sufficient funds (or prearranged credit facilities) in any Account for transactions through the DCB Business Internet Banking & Business Banking App, 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 DCB Business Internet Banking & Business Banking App 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 authorise DCB Bank to recover all charges related to DCB Business Internet Banking & Business Banking App as determined by DCB Bank from time to time by debiting one of the Accounts. DCB Bank may withdraw the provision DCB Business Internet Banking & Business Banking App, 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 DCB Business Internet Banking & Business Banking App: I/We hereby understand, accept the terms and conditions applicable under this clause. I/We accept 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 DCB Business Internet Banking & Business Banking App. The said facility/ies 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. I/We understand that if DCB Business Banking App is availed, the limits available in it will a subset of DCB Business Internet Banking. I/We also understand that DCB Business Banking App will only be provided if I/we are registered for DCB Business Internet Banking and that I/we will enjoy the same access roles and user rights in both.

17. Authority to DCB Bank for DCB Business **Internet Banking & Business Banking App**: I/We irrevocably and unconditionally authorise DCB Bank to access all my/our Account(s) for effecting Banking or other transactions performed by me/us through the DCB Business Internet Banking & Business Banking App. 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 DCB Business Internet Banking & Business Banking App or purporting to have been sent by me/us other than by means of verification of the DCB Business Internet Banking & Business Banking Mobile App user ID and the password/MPIN. 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 DCB Business Internet Banking & Business Banking Mobile App 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 DCB Business Internet Banking & Business Banking Mobile App, 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, DCB Bank 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 DCB Business Internet Banking & Business Banking App 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 with all instructions for DCB Business Internet Banking & Business Banking App shall be given, through computer or any other medium/channel enabled by DCB Bank for the purpose, in the manner indicated by DCB Bank. I/We am/ are also responsible for the accuracy and authenticity of the instructions submitted to DCB Bank and the same shall be considered to be sufficient to operate the DCB Business Internet Banking & Business Banking App. DCB Bank shall not be required to independently verify the instructions, and the instruction shall remain in effect 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 DCB Business Internet Banking & Business Banking App 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 DCB Business Internet Banking & Business Banking App. 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 understand 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 unauthorised transactions occurring through the DCB Business Internet Banking & Business Banking App and I/we hereby fully indemnify and hold 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 DCB Business Internet Banking & Business Banking App 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 DCB Business Internet Banking & Business Banking App shall render me/us liable for payment of financial charges as decided by DCB Bank or will result in suspension of the operations through the DCB Business Internet Banking & Business Banking App or DCB Bank. Thus I/we hereby agree, 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 agree that use of the DCB Business Internet Banking & Business Banking App is at my/our sole risk. The DCB Business Internet Banking & Business Banking App facility/ies 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 DCB Business Internet Banking & Business Banking App. DCB Bank does not warrant that access to the website and DCB Business Internet Banking & Business Banking App 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 DCB Business Internet Banking & Business Banking App. DCB Bank will not be liable for any virus that may enter my/our system as a result of I/we using DCB Business Internet Banking & Business Banking App. DCB Bank does not guarantee me/us or any other third party that DCB Business Internet Banking &

Business Banking App would be virus free. Thus, the user/s 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 DCB Business Internet Banking & Business Banking App, 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 DCB Business Internet Banking & Business Banking App 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 agree, at my/our 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 of other proceeding brought against DCB Bank, its directors and employees, representatives, agents is based on or arises in connection with my/our access and/or usage of DCB Business Internet Banking & Business Banking App with reference to:

(i) a violation of the Terms contained herein by me/us;

(ii) any deletions, additions, insertions or alterations to, or any unauthorised use of DCB Business Internet Banking & Business Banking App 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 agree 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 agree that under no circumstances, DCB Bank's aggregate liability for claims relating to DCB Business Internet Banking & Business Banking App, 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 DCB Business Internet Banking & Business Banking App, excluding any amount paid towards transactions.

22. Disclosure of information: I/We agree that DCB Bank or their contractors may hold and process my/our personal Information and all other information concerning my/our Account(s) on computer or otherwise in connection with the DCB Business Internet Banking & Business Banking App as well as for analysis, credit scoring and marketing. I/We also agree 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 recognised 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 DCB Business Internet Banking & Business Banking App to a user is not transferable to any third party under any circumstance and shall be used only by me/us.

25. Termination of DCB Business Internet Banking & Business Banking App: I/We may request for termination of the DCB Business Internet & Mobile 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 DCB Business Internet Banking & Business Banking App until the time of such termination. DCB Bank may withdraw, reduce the rights or terminate the DCB Business Internet Banking & Business Banking App 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 addresses 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 https://www.dcb.bank.in/. 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 DCB Business Internet Banking & Business Banking App 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 & Mobile Banking in any other court, tribunal or other appropriate forum, and I/we hereby consent to that jurisdiction. Any provision of the terms and conditions for DCB Business Internet Banking & Business Banking App 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 open further Accounts with/subscribes to any of the products/services of DCB Bank and DCB Bank extends the DCB Business Internet Banking & Business Banking App to such Accounts or products or services and I/we opt for use thereof, then the terms shall automatically apply to such further use of the DCB Business Internet Banking & Business Banking App 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 & Business Banking App facility/ies 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 DCB Business Internet Banking & Business Banking App would be borne by me/us. As a way to correct misunderstandings, I/we understand, agree and authorise 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 DCB Business Internet Banking & Business Banking App. I/We hereby acknowledge that I/we have not relied on any representation made by DCB Bank or any of its employees or agents and rather have made my/our own independent assessment of DCB Business Internet Banking & Business Banking App. 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, securitise 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, securitisation or transfer shall conclusively bind me/us and all other persons. My/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 my/our 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 DCB Business Internet Banking & Business Banking App facility/ies 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 DCB Business Internet & Mobile software as may be required for offering DCB Business Internet Banking & Business Banking App. I/We acknowledge that the software underlying the DCB Business Internet Banking & Business Banking App as well as other Internet & Mobile related software which are required for accessing DCB Business Internet Banking & Business Banking App are the legal property of the respective vendors. The permission given by DCB Bank to access DCB Business Internet Banking & Business Banking App 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 DCB Business Internet Banking & Business Banking App 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 website https://www.dcb.bank.in. 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.

35. Security features of DCB Bank Business Internet Banking & Business Banking App:
I/We understand and acknowledge that DCB Bank employs a range of security features for its DCB Business Internet Banking & Business Banking App and other channels. These measures extend from data encryption to firewalls. DCB Bank uses 128-bit Secure Socket Layer (SSL) and 256-bit Secure Hash Algorithm (SHA) encryption technologies for DCB Business Internet Banking and DCB Business Banking App respectively 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 adopt/ practice/ follow due online security recommendations mentioned by DCB Bank:
I/We shall understand, follow and acknowledge the DCB Bank's recommendations for following security measures to all its DCB Business Internet Banking & Business Banking App used by me/us as customer/ user/ client.

(i) I/We agree to maintain different passwords for login and transactions. This will provide me/us additional security for financial transactions through DCB Business Internet Banking & Business Banking App.

(ii) If I/We access any website (including www.dcb.bank.in) 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/MPIN from my/our own computers and mobile devices at workplace or at house after such use/ access from cybercafé or other common public places having unprotected wifi and internet networks. I/We understand and acknowledge that, it is very important to do so especially when I/we have entered your transaction password, MPIN from such shared computers and mobile devices or computers and mobile devices available at cyber cafe and other common public places. I/We will change these passwords from my/our own computers and mobile devices 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 computers and mobile devices at home and/or at work place to conduct/ to efficiently use DCB Business Internet Banking & Business Banking App

(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 into 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 measure and as one of the requisite secured uses of DCB Business Internet Banking & Business Banking App facility/ies.

(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 DCB Bank staff or third person/s).

(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 memorise passwords and then destroy any record of it.

(xi) I/We say that; I/we will not allow anyone to operate my/our DCB Business Internet Banking & Business Banking App 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 DCB Business Internet Banking & Business Banking App and each time I/we go 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.

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