



TERMS AND CONDITIONS GOVERNING NET BANKING / MOBILE BANKING

Definitions:

In this document, the following words and phrases have the meaning set against them unless the context indicates otherwise:

BANK refers to **THE TAMIL NADU STATE APEX CO-OPERATIVE BANK LTD** registered as a cooperative society under section 29 of India Act x of 1904 having its registered office at 233, N.S.C. Bose Road, Chennai - 600 001 includes the successors and assigns of THE TAMIL NADU STATE APEX CO-OPERATIVE BANK.

APEX NeT BANKING is the name of the Bank's Internet Banking Service.

USER refers to the customer of the BANK authorized to use Bank's Internet Service.

ACCOUNT refers to the accounts held by the User such as Savings, Current Account any other type of account so designated by the Bank to be eligible account for operations through internet banking services. One of these accounts will be designated as Primary Account and other accounts will be called as Secondary Accounts. The USER should be either the account holder, sole signatory or authorized to act alone when there is more than one signatory.

An account in the name of a minor or in which the minor is a joint account holder, is not eligible to avail the Internet banking Services

TERMS refer to Terms and Conditions for use of Internet service as specified in this document. These TERMS form the contract between the USER and the BANK. By applying for and accessing the service the USER acknowledges and accepts these TERMS. These TERMS will be in addition to and not in derogation of the terms and conditions relating to any account of the customer.

2. Application for APEX NeT BANKING Service

The BANK may offer to select customers at its discretion. The BANK will advise from time to time the Internet software such as Browsers which are required for Using. There will be no obligation on the BANK to support all the versions of this Internet software.

3. SERVICES OFFERED.

The BANK shall endeavor to provide to the USER, services such as a). Enquiry about the balance in his account(s).

b). Details about transactions.

c). View statement of Account and download.

d). Transfer of funds within own accounts, within the bank and with other banks.

e). such other facilities as the BANK may decide to provide from time to time. These facilities shall be offered at the discretion of the BANK. The Bank may also make additions/ deletions to the services offered through at its sole discretion. The BANK shall take reasonable care to ensure the security of and prevent unauthorized access to the service using technology available to the BANK. The USER shall not use or permit to use or any related service for any illegal or improper purposes.

4. Joint Accounts.

In case of joint accounts one User-ID will be issued to one of the joint account holders. The other joint account holder(s) shall expressly agree with this arrangement and give their consent on the application form for use by that authorized person. In case any of the joint account holder(s) gives "stop payment" instructions in respect of operations through the use of APEX NeT BANKING Service in writing, on any of the accounts held jointly by them, the SERVICE will be discontinued for the USER.

5. Access to the APEX NeT BANKING service.

Bank will allot USER-ID and a secret password in the first instance. The USER has to change the password assigned by the BANK on accessing for the first time. As a

safety measure the USER shall change the password as frequently thereafter as possible. The USER shall not attempt or permit others to attempt accessing the account information stored in the computers of the BANK through any means other than the Bank's APEX NeT BANKING service.

6. Pass word

The USER shall

A. chooses a password which shall be at least 6 characters long and shall consist of a mix of alphabets, numbers and special characters. This shall not relate to any readily accessible personal data such as the User's name, address, telephone number, driving license or easily guessable combination of letters and numbers.

B. not to record the User ID and password in a written or electronic form and commit them to memory. C. keep the User-ID and password confidentially and not to reveal the password to any third party.

D. not let any unauthorized person have access to his computer or leave the computer unattended whilst accessing. E. takes all care so that his USER ID and password are not used by any other.

If the USER forgets the User-ID or password, he can request for change of the password by sending a written request to the BANK. The selection of a new Password or replacement of User ID shall not be construed as the commencement of a new contract.

7. Minimum Balance and Charges

The Bank may, at its discretion, stipulate at any time for maintaining certain minimum balance or levy any charges for availing the APEX NeT BANKING services of the Bank. The BANK may, at its discretion, levy penal charges for non-maintenance of the minimum balance. These charges may be published on the Web site of the BANK. The USER authorizes the BANK to recover all charges from time to time by debiting one of User's accounts. The BANK may withdraw the facility, without giving any notice to the USER and without incurring any liability or responsibility whatsoever by reason of such withdrawal.

8. Authority to the Bank

The BANK shall have no obligation to verify the authenticity of any transaction other than verification of the User-ID and the password. The display or printed output that is produced by the USER at the time of operation through Bank's Internet access shall not be construed as the Bank's record. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless any discrepancy is pointed out within a week from the date of sending the periodical statement to the USER or the updating of the passbook. All transactions arising from the joint account, shall be binding on all the joint account holders, jointly and severally.

9. Accuracy of Information

The USER is responsible for the correctness of information supplied to the BANK through the use of APEX NeT BANKING or through any other means such as electronic mail or written communication. The BANK accepts no liability for the consequences arising out of erroneous information supplied by the USER. If the USER suspects that there is an error in the information supplied to the BANK by him, he shall advise the BANK as soon as possible. The BANK will endeavor to correct the error wherever possible on a 'best efforts' basis.

10. Liability of the USER and the BANK

The USER shall be liable for any loss from unauthorized transactions in the accounts if he has breached the TERMS or contributed or caused the loss by negligent actions. The BANK shall not be liable for any unauthorized transactions occurring which can be attributed to the fraudulent or negligent conduct of the USER.

If the USER has complied with the TERMS and advises the BANK in writing under acknowledgement immediately after he suspects that his User-Id or password is known to another person and/ or notices an unauthorized transaction in his account, he shall not be liable for losses arising out of the unauthorized transactions occurring in the accounts after the receipt of such advice by the BANK.

The BANK shall not be held liable to the USER if access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the network telecommunication or Internet or network failure, software, hardware error or any other reason beyond the control of the BANK.

Under no circumstances shall the BANK be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the USER or any other person.

11. Indemnity

The USER shall indemnify and hold the BANK harmless against any loss suffered by the BANK, its customers or a third party or any claim or action brought by a third party which is in any way the result of the improper use by the USER.

12. Disclosure of PERSONAL INFORMATION

The USER agrees that the BANK or its representatives may hold and process his PERSONAL INFORMATION on computer or otherwise in connection with services as well as for statistical analysis and credit scoring. The USER also agrees that the 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, the following for participation in any telecommunication or electronic clearing network, in compliance with a legal directive for credit rating by recognized credit scoring agencies and for fraud prevention purposes

13. Bank's Lien

To the extent of all outstanding dues, whatsoever, arising as a result of the using **APEX NeT BANKING** Service extended to the USER, the BANK shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the User's Primary Account, Secondary Account or in any other account, whether in single name or joint name(s),

14. Proprietary Rights

The USER shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying or create any derivative product based on the software. The USER acknowledges that the software underlying the **APEX NeT BANKING SERVICE** as well as other Internet related software which are required for accessing is the legal property of the respective vendors. The permission given by the BANK to access will not convey any proprietary or ownership rights in the above software.

15. Change of Terms and Conditions

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

16. Non-Transferability

The **APEX NeT BANKING** service shall be used only by the USER and it is not transferable under any circumstances.

17. Termination of service

The **APEX NeT BANKING** services can be terminated on the following grounds. Request by the USER by giving a written notice at least 15 days to the BANK. The BANK may withdraw the facility anytime provided the USER is given reasonable notice under the circumstances. The BANK may suspend or terminate facilities without prior notice if the USER has breached the terms and conditions or the BANK learns about the death, bankruptcy or lack of legal capacity of the USER if any, recovered from the USER for the period in question. The closure of all accounts of the USER will automatically terminate the Service.

18. Notices

Notices under these Terms and Conditions may be given by the BANK electronically to the mail box of either party. Such notices will be regarded as being in writing by delivering them by hand or by sending them by post to the last address given by the USER and in the case of the BANK to the address mentioned in the heading above. The bank shall in no way be held responsible for non receipt of the same. In addition, the BANK may also publish notices of general nature which are applicable to all USERS of **APEX NeT BANKING** on its web site. Such notices will have the same effect as a notice served individually to each USER.

19. Governing Law

These terms and conditions and/ or the operations in the accounts of the USER maintained by the BANK and/ or the use of the services provided through **APEX NeT BANKING** shall be governed by the laws of the Republic of India and no other nation. The USER and the BANK agree to submit to the exclusive jurisdiction of the Courts located in Chennai, Tamilnadu, India as regards any claims or matters arising under these terms and conditions.

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

20. General

The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause. The USER shall not assign this agreement to anybody else. The BANK may sub-contract and employ agents to carry out any of its obligations under this contract.

&&&&&

SUPPLEMENTARY TERMS AND CONDITION FOR NET/MOBILE BANKING SERVICES

(In terms of clause 15 of Net Banking terms and conditions)

21 CUSTOMER INFORMATION FOR PROVIDING NET/MOBILE BANKING FACILITY

The Customer can get the Net/Mobile Banking facility application from the Branch Where the Customers having account. The Customer must fill the application with the particulars requested in it. Mobile No. and Mail ID are necessary for providing for Net/Mobile Banking services to the Customer. The Customer must know the CIF No. and the accounts linked to the CIF.

The applications which do not contain all necessary particulars will not be acted upon. Hence the customer is advised to give all particulars that the bank may require.

In case, other than individual account, the Prime CIF holder in the account will be provided with the facility. The other CIF holders can also operate the account, provided the application is signed by all the persons in that account. So, the customers are advised to know the CIF No. to which the account is linked and Prime CIF holder of that particular account.

When new accounts are opened with the existing CIF, in which Net/Mobile Banking facility is provided, the new account(s) will be reflected in the facility.

22 FORMALITIES:

The Customer has to apply for the Mobile/Net Banking facility by submitting the application in the Branches. No legal right would accrue to the benefit of the customer on presentation of the prescribed application. the services are provided at bank's discretion. However, the bank would always endeavour to offer its best services to all the applicants. The User ID and Password will be sent directly to the customer with activation letter in the address given in the Bank records (as per KYC DOCUMENTS). In case, the password is not received by the customer due to change in the customer address or due to other problem the customer has to inform the Branch at the earliest. The undelivered password will be sent to the branch with a request to handover the password to the customers.

Customers to note that User id & password given by bank can be used for both Net Banking & Mobile Banking. They can be changed by the customers through Net banking & Mobile banking.

Activation:

Customer after receiving the passwords should submit the activation letter to the Branch where the account is held. The Manager will verify the activation letter and accuracy of information provided in the activation letter. The activation letter should be filled in all respects i.e. CIF No. and Account to which it is linked. After verifying the particulars at the branch level, the activation letter will be sent to the HEAD OFFICE for activation. The Message relating to activation will be sent to the Registered Mobile No. of the User.

23 SAFE CUSTODY OF MOBILE/ SIM

In case of lost or theft of Mobile Phone/SIM card, the Customer must inform the bank to suspend or cease Mobile Banking facility. In such circumstances the customer should complain to the police authorities having jurisdiction and keep the bank informed of such complaint. Moreover, in case of change Mobile Number the customer must uninstall/delete the Mobile application installed in specified mobile, for maintaining the confidentiality and secrecy.

25. SERVICES

TNSC Bank provides the following services through Mobile Banking

- Enquiry Services 2. Information Services 3. Transaction Services 4. Request services: 5. Miscellaneous Services 6. Bill payments. The bank shall provide additional services or discontinue some of the services at the sole discretion of the Bank.
- Customers are advised to note that as in an Internet banking scenario, in the mobile banking scenario too, there is no stop payment privileges for mobile banking transactions since it becomes impossible for the banks to stop payment in spite of receipt of stop payment instruction as the transactions are completely instantaneous and are incapable of being reversed.
- At present Bill Desk is the aggregator for the bill payments and Other Aggregator / company can be added by the Bank.
- The Utility payments/bill payments made by customers are settled as per the procedures laid down by the Merchants and aggregators.
- The Customers are advised to make payments well before the time prescribed for payment. Bank **can NOT** be held liable for any delayed payment and penalty, levies etc. charged by the merchant on the customer for whatever be the reasons for delayed settlement to the merchant by the bank.
- The refunds made by the Merchants will be refunded to the Customers accounts.
