

Deutsche Bank

# General Business Conditions as on February 2006



# GENERAL BUSINESS CONDITIONS

Basic rules governing the relationship between the customer and the Bank:

1. Scope of application and amendments of these Business Conditions and the Special Conditions for particular business relations:
  - 1.1 Scope of application

The General Business Conditions govern the entire business relationship between the customer and the Bank's domestic offices (hereinafter referred to as the "Bank"). In addition, particular business relations (such as securities transactions, card-based payments, use of cheques, savings accounts, credit transfers) are governed by Special Conditions, which may contain deviations from, or are in addition to, these General Business Conditions (hereinafter referred to "Special Business Conditions"). In addition, the Bank may devise its own rules for engaging with customers based on the residency of the customer in a particular country, then such rules may be treated as Special Business Conditions. The Special Business Conditions are agreed with the customer when the account is opened or other services are availed of. If the customer also maintains business relations with foreign offices / branches of the Bank, the Bank's lien (No.14 of the General Business Conditions) also secures the claims of such foreign offices / branches.
  - 1.2 Amendments

The Bank reserves the right to add, amend, revise, change or cancel any of the General Business Conditions, Special Business Conditions and all other terms, conditions and notices applicable to the use of banking services provided by the Bank and reserves the right to modify any features of any products or services offered by the Bank.
2. Banking secrecy and disclosure of banking affairs:
  - 2.1 Banking secrecy

The Bank has the duty to maintain secrecy about any customer-related facts and evaluations of which it may have knowledge (banking secrecy). The Bank has taken all necessary measures to protect the confidentiality of the information and their transmission under any of the services to be provided by it and it shall not be held liable for disclosure of the confidential information, unless gross negligence is established on the part of the Bank or its officers/employees.

    - The Bank may disclose information concerning the customer if the customer has consented thereto, or
    - If the Bank is authorised to disclose banking affairs, or
    - If required or permitted by law or by reason of an order passed by any judicial or regulatory authority or to comply with legal process, or
    - To protect and defend the Bank's rights or property or of its members/officers/employees, or
    - To enforce the Terms and Conditions, or
    - Such disclosure is necessary to enable the Bank to provide services including Online Services and any

service-related activities such as collecting subscription fees for those Online Services, and notifying or contacting the customer regarding any problem with, or the expiration of, such Online Services or to enable the compilation of a transaction, credit reporting, or the same is necessary or required pursuant to applicable banking norms or pursuant to the Terms and Conditions applicable to such information as agreed to with the Bank.

- The customer hereby authorises the Bank to exchange, share, part with all information relating to the personal details and transaction history of the customer to other banks/financial institutions/bureaus/agencies/participation/in any telecommunication or electronic clearing network as maybe required by law or customary practice and shall not hold the Bank liable for use or disclosure of such information.
- The customer agrees that the Bank or its contractors may hold and process his Personal Information on computer or otherwise in connection with Online Services as well as for statistical analysis and credit scoring.
- The customer shall not disclose, in any manner whatsoever, any information relating to the Bank which is of a confidential nature and is obtained by him in the course of availing of any of the services from the Bank to any other person. Failure to comply with this obligation shall be deemed to be a serious breach of these General Business Conditions and shall entitle the Bank to terminate the relations without prejudice to any damages to which it maybe entitled to claim from the customer provided services include online services and any service-related.

## 2.2 Disclosure of banking affairs

Any disclosure of details of banking affairs comprises statements and comments of a general nature concerning the economic status, the creditworthiness and solvency of the customer. No information will be disclosed as to amounts of balances of accounts, of savings deposits, of security deposits or of other assets entrusted to the Bank or as to amounts drawn under a credit facility, unless if required by law or to comply with legal process or by reason of an order passed by any judicial or regulatory authority or for any of the reasons above.

## 2.3 Pre-requisites for the disclosure of banking affairs

The Bank is entitled to disclose banking affairs concerning non individual entities and business persons provided that the inquiry relates to their business activities. The Bank will not, however, disclose any information if it has received instructions to the contrary from the customer, subject however to the conditions mentioned in clause 2(A) & (B) above. Details of banking affairs will be disclosed only if the requesting party has substantiated its justified interest in the information requested and there is no reason to assume that the disclosure of such information would be contrary to the customer's legitimate concerns.

#### 2.4 Recipients of disclosed banking affairs

The Bank discloses details of banking affairs only to its own customers as well as to other credit institutions for their own purposes or those of their customers.

### 3. Liability of the Bank. Contributory negligence of the customer:

#### 3.1 Principles of liability

The Bank shall not be liable for any loss or damage caused to the customer, other than that which has been caused by reason of any negligence on part of the Bank or any of its officers/employees PROVIDED HOWEVER that if the customer has contributed to the occurrence of the loss by any own fault (e.g. by violating the duties to cooperate as mentioned in No. 11 of these General Business Conditions), the principles of contributory negligence shall determine the extent to which the Bank and the customer shall have to bear the loss.

Apart from the statutory duties to provide information, the Bank shall not be bound to provide information in addition to those stated in this General Business Conditions unless separately agreed. In particular, it shall not be obliged to inform the customer about imminent price or exchange losses, about the value or worthlessness of objects entrusted to it or any facts or circumstances likely to affect or jeopardise the value of such objects nor to give advice or furnish information without a respective instruction from the customer.

#### 3.2 Orders passed onto third parties

If the contents of an order given by the customer are such that the Bank typically entrusts a third party with its further execution, the Bank performs the order by passing it on to the third party in its own name (order passed onto a third party). This applies, for example, to obtaining information on banking affairs from other credit institutions or to the custody and administration of securities in other countries. In such cases, the liability of the Bank shall be limited to the careful selection and instruction of the third party.

#### 3.3 Disruption of business

The Bank shall not be liable for any losses caused by force majeure, riot, war or natural events or by reason of an order passed by any judicial or regulatory authority or due to other occurrences for which the Bank is not responsible (e.g. strike, lock-out, traffic hold-ups, administrative acts of domestic or foreign regulatory authorities).

### 4. Right of disposal upon the death, mental incapacity, bankruptcy or winding-up of the customer;

Upon the death, mental incapacity, bankruptcy or winding-up of the customer, the Bank is entitled to require the production of documentary evidence thereof (such as letters of administration, relevant court orders or any equivalents thereof) in form and substance acceptable to the Bank before the Bank permits disposal to or by any person who is designated as executor, administrator or other representative of the customer or deceased, any trustee or receiver of assets or any purported Beneficiary of the assets. If any documentary evidence is not in English language, than in that event, if the Bank so requests, it should be submitted together with English translation thereof

acceptable to the Bank. Where the customer comprises joint accountholders, the Bank, prior to receiving notice of the death, mental incapacity, bankruptcy or winding up of any of the joint accountholders, is authorised to allow operations of the account(s) of the customer in accordance with instructions and mandates of the customer on record. Upon receipt of the relevant notice, the Bank shall be entitled to freeze the account(s) until it receives to its satisfaction, the evidence as mentioned above.

5. Applicable law and place of jurisdiction for customers:

5.1 Applicable law

The provisions of these General Business Conditions shall be governed by, and construed in accordance with Indian law.

5.2 Place of jurisdiction

The Bank may sue its customer in the court having jurisdiction for the branch office of the Bank maintaining the account. The Bank may, however, at its sole discretion, sue the customer in courts at any place where such customer resides or carries on business or personally works for gain. The Bank itself maybe sued by such customers only before the court having jurisdiction for the branch office of the Bank maintaining the account, on behalf of such customer.

6. Opening and Maintenance of Accounts:

6.1 Opening of accounts

When opening an account the customer shall produce his/her valid proof of identity or if the Bank is not satisfied, then a supplementary proof of identity. The customer shall also be introduced by an existing accountholder of the Bank who will confirm the name/address/identity of such customer to the Bank. Accounts shall be kept under the name of the account holder or the Company name together with an account number.

The customer is obliged to inform the Bank without undue delay by the mode as specified by the Bank of any changes in any data submitted to the Bank.

6.2 Specimen signature

Persons who are to be authorised to operate or sign on an account or securities account shall deposit their signatures with the Bank. Based on the signatures deposited, the Bank shall permit written disposition within the scope of the account.

6.3 Authority to operate and sign

- Authority to operate only the account holder shall be entitled to make dispositions regarding the account. Only persons whose power of representation is provided for by law or persons who hold an express written power of attorney to operate the account shall be entitled to represent the account holder. They shall be obliged to prove their identity and power of representation.

- Authority to sign  
The accountholder may expressly and in writing grant third party authority to sign on an account. The person authorised to sign shall be exclusively entitled to make and revoke dispositions on the account.

7. Periodic balance statements for current accounts:

7.1 Issue of periodic balance statements

Unless otherwise agreed upon, the Bank issues a periodic balance statement for a current account at the end of each calendar month, thereby clearing the claims accrued by both parties during this period (including interest and charges imposed by the Bank). The Bank may charge interest on the balance arising therefrom in accordance with Clause No. 12 of these General Business Conditions or any other agreements entered into with the customer.

7.2 Time allowed for objections; approval by silence

Any objections a customer may have concerning the incorrectness or incompleteness of a periodic balance statement must be raised not later than two weeks after its receipt; if the objections are made in writing, it is sufficient to dispatch these within the period of two weeks. Failure to make objections in due time will be considered as approval. When issuing the periodic balance statement, the Bank will expressly draw the customer's attention to this consequence. The customer may demand a correction of the periodic balance statement even after expiry of this period, but must then prove that the account was either wrongly debited or mistakenly not credited.

8. Reverse entries and correction entries made by the Bank:

8.1 Acceptance of amounts

In case of a valid existing account maintenance agreement, the Bank shall be obliged and irrevocably entitled to accept amounts of money on behalf of the customer and credit the same to his/her account. Even after termination of the account maintenance agreement, the Bank shall be entitled to accept amounts of money on behalf of the customer to the extent obligations of the customer exist in connection with the account. The instruction to provide a customer with an amount of money shall be carried out by the Bank by crediting the amount to the account of the Beneficiary, unless otherwise indicated in the instruction.

8.2 Prior to issuing a periodic balance statement

Incorrect credit entries on current accounts (e.g. due to a wrong account number) may be reversed by the Bank through a debit entry prior to the issue of the next periodic balance statement to the extent that the Bank has a repayment claim against the customer (reverse entry); in this case, the customer may not object to the debit entry on the grounds that a disposal of an amount equivalent to the credit entry has already been made.

8.3 After issuing a periodic balance statement

If the Bank ascertains an incorrect credit entry after a periodic balance statement has been issued and if the Bank has a repayment claim against the customer, it will

debit the account of the customer with the amount of its claim (correction entry). If the customer objects to the correction entry, the Bank will re-credit the account with the amount in dispute and assert its repayment claim separately.

#### 8.4 Notification to the customer; calculation of interest

The Bank will immediately notify the customer of any reverse entries and correction entries made. With respect to the calculation of interest, the Bank shall effect the entries retroactively as of the day on which the incorrect entry was made.

### 9. Collection orders:

#### 9.1 Conditional credit entries effected upon presentation of documents.

If the Bank credits the counter value of cheques prior to their payment, this is done on condition of payment subject to actual receipt of the credited amount by the Bank, even if these items are payable at the Bank itself. If the customer surrenders other items, instructing the Bank to collect an amount due from a debtor (e.g. interest warrants), and if the Bank effects a credit entry for such amount, this is done under the reserve that the Bank will obtain the amount. This reserve shall also apply if the items are payable at the Bank itself. If cheques are not paid or if the Bank does not obtain the amount under the collection order, the Bank will cancel the conditional credit entry regardless of whether or not a periodic balance statement has been issued in the meantime.

Due to this reservation, the Bank shall be obliged to reverse the credit entry by means of a simple entry if the collection has failed or if due to the financial condition of a debtor, intervention by a judicial or regulatory authority or for other reasons it is to be expected that the Bank will not obtain the unrestricted right of disposition of the amount to be collected.

The reservation may also be exercised if the amount credited was collected abroad and the Bank is re debited the amount by a third party pursuant to foreign law or on the basis of an agreement entered into with a foreign bank.

If the reservation is in force, the Bank shall also be entitled to deny the customer the right to dispose of the credited amounts. The reservation will not be eliminated by the balancing of accounts.

#### 9.2 Payment of cheques made out by the customer Cheques are paid if the debit entry has not been cancelled in accordance with the Bank's normal procedures. Cheques payable in cash are deemed to have been paid once their amount has been paid to the presenting party. Cheques are also deemed to have been paid upon the Bank honouring them as soon as the Bank dispatches an advice of payment (whichever shall occur first). This paragraph shall be subject to any contrary procedure/provision that may be determined by the Bank from time to time.

10. Foreign currency transactions and risks inherent in foreign currency accounts:
  - 10.1 Execution of orders relating to foreign currency accounts  
Foreign currency accounts of the customer serve to effect the cash less settlement of payments to and disposals by the customer in foreign currency. Disposals of credit balances on foreign currency accounts (e.g. by means of credit transfers to the debit of the foreign currency credit balance) are settled through or by Banks in the home country of the currency, unless the Bank executes them entirely within its own organisation.
  - 10.2 Credit entries for foreign currency transactions with the customer  
If the Bank concludes a transaction with the customer (e.g. a forward exchange transaction) under which it owes the provision of an amount in a foreign currency, it will discharge its foreign currency obligation by crediting the account of the customer in the respective currency, unless otherwise agreed upon.
  - 10.3 Temporary limitation of performance by the Bank  
The Bank's duty to execute a disposal order to the debit of a foreign currency credit balance (paragraph 1) or to discharge a foreign currency obligation (paragraph 2) shall be suspended to the extent that and for as long as the Bank cannot or can only restrictedly dispose of the currency in which the foreign currency credit balance or the obligation is denominated, due to political instability/uncertainty or circumstances or events in the country of the respective currency. To the extent that and for as long as such circumstances or events persist, the Bank is not obligated either to perform at some other place outside the country of the respective currency, in some other currency (including euros) or by providing cash. However, the Bank's duty to execute a disposal order to the debit of a foreign currency credit balance shall not be suspended if the Bank can execute it entirely within its own organisation. The right of the customer and of the Bank to set off mutual claims due in the same currency against each other shall not be affected by the above provisions.
  - 10.4 Customer's risk  
Each foreign currency transaction will be entered into by the customer with full awareness that foreign currency transaction could involve foreign exchange risks for which the Bank shall not be responsible.
11. Duties of the customer to cooperate:
  - 11.1 Obligation to cooperate  
In his/her dealings with the Bank the customer shall, in particular, observe the obligations to cooperate as stated below. Any violation thereof shall lead to a termination right of the Agreement for the Bank as stated herein.
  - 11.2 Change in the customer's name, address or powers of representation towards the Bank:  
The customer shall immediately notify the Bank in writing, without delay of any changes in the customer's name and address, as well as the termination of, or amendment to, any powers of representation towards the Bank conferred



to any person (in particular, a power of attorney). This notification duty also exists where the powers of representation are recorded in a public register (Registrar of Companies) and any termination thereof or any amendments thereto are entered in that register. The customer shall immediately notify in writing to the Bank of any change in or loss of the customer's capacity to enter into legal transactions. If the customer is a company or legal entity, dissolution of the same shall be immediately notified to the Bank.

### 11.3 Clarity of orders and credit transfers

Orders and credit transfers must unequivocally show their intent and purpose. Orders and credit transfers that are not worded clearly or properly may lead to queries, which may result in delays. In particular, when giving orders to credit an account (e.g. direct debit and cheque presentations) and making credit transfers, the customer must ensure the correctness and completeness of the name of the payee, as well as of the account number, the Bank code number and the currency stated. Amendments, confirmations or repetitions of orders and credit transfers must be designated as such.

### 11.4 Instructions:

- The Bank will accept instructions from the customers or their mandate holders with due authorisation of the customer to the satisfaction of the Bank.
- If due to any reason, the Bank has any doubt about the authorization of the person giving instructions, the Bank is authorised not to accept or act in pursuance of such instruction/s.
- The Bank shall accept instructions only during Banking Hours except for the receiving of instructions through the Internet and in respect of online services. If the Bank receives any instructions outside Banking Hours, then the same will be considered to be delivered by the customer on the following banking day.

### 11.5 Authentication:

The customer shall comply and confirm with the prescribed requirements for the purposes of due authentication: The customer agrees to confirm to the prescribed authentication technologies and security measures required for transactions and undertakes to take all reasonable steps to ensure that the password/any number granted specifically by the Bank to the customer is not revealed to any third party.

### 11.6 Special reference to urgency in connection with the execution of an order or a credit transfer

If the customer feels that an order or a credit transfer requires particularly prompt execution, the customer shall notify the Bank of this fact separately. For orders or credit transfers issued on a printed form, this must be done separately from the form.

### 11.7 Examination of, and objections to, notification received from the Bank

The customer must immediately examine statements of

account, security transaction statements, statements of securities and of investment income, other statements, advices of execution of orders and credit transfers, as well as information on expected payments and consignments (advices) and the mail as to their correctness and completeness and immediately raise any objections, if any, relating thereto.

If the Bank receives no written objections within a period of two weeks, the statements and services of the Bank stated shall be deemed to have been correct and approved by the customer.

#### 11.8 Notice to the Bank in case of non-receipt of statements

The customer must notify the Bank immediately if periodic balance statements and security statements are not received. The duty to notify the Bank also exists if other advices are expected by the customer (e.g. security transaction statements, statements of account after execution of customer orders and credit transfers or payments expected by the customer).

#### 11.9 Due care and diligence in using means of telecommunication

If the customer makes orders or other statements via telecommunication, he/she shall take appropriate precautions in order to avoid transmission errors and abuse.

#### 11.10 Duty to supply translation

Any foreign-language instruments shall be presented to the Bank also in a English translation by an approved person and also duly certified if the Bank so requires.

## COST OF BANK SERVICES

### 12. Interest, charges and out-of-pocket expenses:

#### 12.1 Interest and charges

The customer shall pay interest on moneys due to the Bank and charges on services provided by the Bank at such rates, on such basis or bases and at such times as shall be agreed in writing with the Bank or, in absence of such written agreement, as determined by the Bank from time to time.

#### 12.2 Interest on overdue amounts

The Bank shall be entitled at its discretion to charge a higher rate of interest on amounts not paid when due or amounts overdrawn without prior agreement and such interest maybe compounded periodically as determined by the Bank.

#### 12.3 Changes in interest and charges

In the case of variable interest rate loans, the interest rate will be adjusted in accordance with the terms of the respective loan agreement.

The charges for services which the customer typically makes use of on a permanent basis, within the framework of the business relationship (e.g. account/securities account management) maybe altered by the Bank at its reasonable discretion.

#### 12.4 Costs and charges

The customer shall pay or reimburse to the Bank immediately upon demand and the Bank shall be entitled to debit any of the customer's accounts with all commissions and other charges usually charged by the Bank whether or not previously notified to the customer and all other costs, charges and out of pocket and other expenses incurred by the Bank in connection with these General Business Conditions, any Special Business Conditions or any other agreement between the Bank and the customer, including legal expenses and withholding tax (except corporate income tax).

The Bank shall be entitled to such charges and expenses on lump sum basis without specifying the individual amounts unless the customer expressly demands itemisation of the individual amounts.

### Security for the Bank's Claims Against the Customer

#### 13. Providing or increasing of security:

##### 13.1 Right of the Bank to request security

The Bank may demand that the customer provide the usual forms of security for any claims that may arise from the banking relationship, within an appropriate period of time, even if such claims are conditional or limited as to time or not yet due (e.g. indemnity for amounts paid under a guarantee issued on behalf of the customer). If the customer has assumed a liability for another customer's obligations towards the Bank (e.g. as a surety), the Bank is, however, not entitled to demand that security be provided or increased for the debt resulting from such liability incurred before the maturity of the debt.

##### 13.2 Changes in the risk

If the Bank, upon the creation of claims against the customer, has initially dispensed wholly or partly with demanding that security be provided or increased, it may none the less make such a demand at a later time, provided, however, those circumstances occur or become known to the Bank which justifies a higher risk assessment of the claims against the customer. This may, in particular, be the case if (a) the economic/financial status of the customer has changed or threatens to change in a negative manner or (b) the value of the existing security has deteriorated or threatens to deteriorate. The Bank has no right to demand security if it has been expressly agreed that the customer either does not have to provide any security or must only provide that security which has been specified. For all kinds of loan agreements, the Bank may demand that security be provided or increased even if the loan agreement does not contain any exhaustive indications as to security.

##### 13.3 Setting a time period for providing or increasing security

The Bank will allow adequate time to provide or increase security. If the Bank intends to make use of its right of termination without notice according to clause No. 20 of these Business Conditions, should the customer fail to comply with the obligation to provide or increase security within such time period, it will draw the customer's attention to this consequence before doing so.

## 14. Lien in favour of the Bank:

### 14.1 Agreement on the lien

The customer hereby confirms that the Bank would acquire a lien on the securities and chattels which, within the scope of banking business, have come or may come into the possession of a domestic office of the Bank. The Bank would also acquire a lien on any claims which the customer has or may in future have against the Bank arising from the banking relationship (e.g. credit balances). If any securities are subject to the lien, such lien shall also extend to the interest and dividend pertaining to such securities. The lien shall secure the Bank's claims vis-a-vis the customer under the business relation, including joint accounts, even if the claims are conditional or limited as to time or not yet due. The lien on assets of joint accounts or securities accounts shall also secure the Bank's claims under the business relation with only one account holder or securities account holder.

### 14.2 Coming into existence of lien

The lien shall come into existence upon the Bank's taking possession of the item to the extent claims as stated herein above exist; otherwise at any future point in time when such claims arise.

### 14.3 Secured claims

The lien serves to secure all existing, future and contingent claims arising from the banking relationship which the Bank with all its domestic and foreign offices is entitled to have against the customer. If the customer has assumed a liability for another customer's obligation towards the Bank (e.g. as a surety), the lien shall not secure the debt resulting from the liability incurred before the maturity of the debt.

### 14.4 Exemptions from the lien

If funds or other assets come into the power of disposal of the Bank under the reserve that they may only be used for a specified purpose (e.g. deposit of cash for payment of a bill of exchange), the Bank's lien does not extend to these assets. This shall, however, apply only as long as the reservation is effective. The same applies to shares issued by the Bank itself (own shares) and to securities which the Bank keeps in safe custody abroad for the customer's account. Moreover, the lien extends neither to the profit-participation rights/profit-participation certificates issued by the Bank itself nor to the Bank's subordinated obligations confirmed by document or unconfirmed.

### 14.5 Interest and dividend warrants

If securities are subject to the Bank's lien, the customer is not entitled to demand the delivery of the interest and dividend warrants pertaining to such securities.

## 15. Security interests in the case of items for collection and discounted bills of exchange:

15.1 Transfer of ownership by way of security The Bank acquires ownership by way of security of any cheques and bills of exchange deposited for collection at the time such items are deposited. The Bank acquires absolute ownership of discounted bills of exchange at the time of

the purchase of such items; if it re-debits discounted bills of exchange to the account, it retains the ownership by way of security in such bills of exchange.

#### 15.2 Assignment by way of security

The claims underlying the cheques and bills of exchange shall pass to the Bank simultaneously with the acquisition of ownership in the cheques and bills of exchange; the claims also pass to the Bank if other items are deposited for collection (e.g. direct debits, documents of commercial trading).

#### 15.3 Special-purpose items for collection

If items for collection are deposited with the Bank under the reserve that their counter value may only be used for a specified purpose, the transfer or assignment of ownership by way of security does not extend to these items.

#### 15.4 Secured claims of the Bank

The ownership transferred or assigned by way of security serves to secure any claims which the Bank may be entitled to against the customer arising from the customer's current account when items are deposited for collection or arising as a consequence of the re-debiting of unpaid items for collection or discounted bills of exchange. Upon request of the customer, the Bank re-transfers to the customer the ownership by way of security of such items and of the claims that have passed to it if it does not, at the time of such request, have any claims against the customer that need to be secured or if it does not permit the customer to dispose of the counter value of such items prior to their final payment.

### 16. Limitation of the claim to security:

#### 16.1 Cover limit

The Bank may demand that security be provided or increased until the realisable value of all security corresponds to the total amount of all claims arising from the banking business relationship (cover limit).

#### 16.2 Special agreements

If assessment criteria for a specific security item other than the realisable value or another cover limit have been agreed, these other criteria or limits shall apply.

### 17. Realization of security

If the customer fails to or omits to pay any sum or provide cash cover or security, then whether or not any contingent or other obligation or liability owing by the customer to the Bank shall have actually matured, the Bank may without demand for payment or notice to any person, sell, realise or otherwise dispose of (including making any currency conversion) any of the customer's assets in its or any office/branch of Deutsche Bank AG's possession in such manner and on such terms as the Bank may in its absolute discretion think fit. Neither the Bank nor any of its agents shall be responsible in any manner for any loss which maybe occasioned in exercising the aforesaid power of sale or disposal, and the Bank shall not be liable for the actions or omissions of any broker, auctioneer, agent or other person employed by the Bank in connection

with such sale or disposal.

The net proceeds of any sale or disposal, after payment of all expenses, charges and other disbursements in connection there with and any prior claims shall be applied towards payment of the moneys then owing or to become owing by the customer to the Bank. A statement made by any of the Bank's officers that the power of sale or disposal has become exercisable shall be conclusive evidence of such fact and the customer shall not be entitled to dispute the same.

18. Setting off:

18.1 The Bank shall be entitled to set off all of the customer's claims against all liabilities of the customer vis-a-vis the Bank, in particular also credit balances on joint accounts against claims of the Bank vis-a-vis one of the accountholders.

18.2 Not with standing the existing right to set off, the Bank shall carry out dispositions of the customer in favour of third parties regarding credit balances on current accounts as long as the customer has not received a setting off statement.

## TERMINATION

19. Termination rights of the customer:

19.1 Right of termination at anytime

Unless the Bank and the customer have otherwise agreed to a term or a termination provision, the customer may at anytime, without a notice period, terminate the business relationship as a whole or particular business relationships (e.g. the use of cheques).

19.2 Termination for reasonable cause

If the Bank and the customer have agreed a term or a contrary provision for a particular business relationship, such relationship maybe terminated after reasonable notice in writing, delivered by the customer to the branch office of the Bank, which maintains his/its account, if there is reasonable cause therefore which makes it unacceptable to the customer to continue the business relationship, after giving consideration to the legitimate concerns of the Bank.

20. Termination rights of the Bank:

20.1 Without notice when no term is specified

Unless the Bank and the customer have otherwise agreed to a term or a termination provision, the Bank may at anytime terminate the business relationship as a whole or particular business relationships (e.g. the use of cheques).

20.2 Termination upon notice-where no term is specified

Upon observing a reasonable notice period, the Bank may at any time terminate the business relationship as a whole or particular relationships for which neither a term nor a termination provision has been agreed (e.g. agreement authorising the use of cheque forms). In determining the notice period, the Bank will take into account the legitimate concerns of the customer.

### 20.3 Termination of loans with no fixed term

Loans and loan commitments for which neither a fixed term nor a termination provision has been agreed maybe terminated at anytime by the Bank. When exercising this right

### 20.4 Termination for reasonable cause

The Bank shall be entitled to terminate the entire business relation or individual parts thereof at anytime with immediate effect and without notice period for the reasons mentioned hereinafter notwithstanding any agreements to the contrary:

- if the customer has made incorrect statements as to the customer's financial status, provided such statements were of significant importance for the Bank's decision concerning the granting of credit or other operations involving risks for the Bank (e.g. the delivery of a debit card); or
- if a substantial deterioration in the customer's financial status or in the value of security occurs or threatens to occur, jeopardizing the repayment of a loan or the discharge of any other obligation towards the Bank even if security provided therefore is realised; or
- if the customer fails to comply, within the required time period allowed by the Bank, with the obligation to provide or increase security according to No. 13 of these Business Conditions or to the provisions of some other agreement;
- If due to the breach of a contractual obligation, termination shall only be permitted after expiry, of a reasonable period fixed for corrective action by the customer or after a warning to the customer has proved unsuccessful, unless this proviso can be dispensed with owing to the special features of a particular case;
- failure by the customer to make, when due, any payment required to be made by it, and if such failure is not remedied on or before two weeks after notice of such failure is given to the customer;
- the customer having a resolution passed for its voluntary winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- the customer becoming insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- the customer making a general assignment, arrangement or composition with or for the benefit of its creditors;
- non-compliance of obligations as mentioned herein or breach of any of the terms and conditions mentioned herein;
- the customer has instituted against it a proceeding seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceedings or petition

- results in a judgement of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation, or
- is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- seeking or becomes subject to the appointment of an administrator, provisional liquidator, receiver, trustee, custodian or other similar official for it or in respect of all or substantially all its assets;
- a secured party taking possession of all or substantially all assets of the customer or has a distress, execution, attachment or other legal process levied, enforced or sued on or against all or substantially all assets of the customer and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- In addition, the Bank reserves the right to interrupt, suspend or terminate, at anytime, without specifying any reason, the access of the Customer to any of the online services offered by the Bank and will make best efforts to give the Customer appropriate notice of the same without assigning any reason and without being liable for any loss/damage/cost of any nature whatsoever to the customer.

## 21. Termination by any party

The occurrence at anytime of any of the following events constitutes an event of default and the business relations may be terminated by the affected party forthwith.

Failure by the other party to comply with or perform any obligation under the terms and conditions specified hereunder and if such failure is not remedied on or before the thirtieth day after notice of such failure is given to the party.

A representation made or deemed to have been made by the other party proves to have been incorrect or misleading in any material respect when made or deemed to have been made.

## 22. Legal consequences:

22.1 Upon termination of the entire business relation or individual parts thereof all the amounts owed there under will immediately become due and payable by the customer to the Bank in full. The Bank may, at its sole discretion, allow the customer a reasonable time period for the settlement of accounts unless it is necessary to attend immediately thereto (e.g. the return of the cheque forms in the event of termination of a facility or closure of an account) In addition, the Bank shall automatically stand released from all liabilities assumed by it on behalf of the customer.

22.2 In addition, the Bank shall be entitled to settle all liabilities on behalf of the customer as well as to immediately re-debit credited amounts, subject to collection. Claims arising from securities, in particular bills of exchange or cheques, maybe asserted by the Bank until potential debit balances, if any, are covered.



22.3 The Bank shall be entitled to receive all fees and other monies becoming due up to the date of such termination. The Bank shall be entitled to deduct any sum payable to it from any amounts the Bank may have to remit to the customer on termination of the service.

22.4 These General Business Conditions shall continue to apply even after termination of the business relation until complete settlement of the accounts.

## PROTECTION OF DEPOSIT

### 23. Deposit Protection Fund:

#### 23.1 Scope of protection

The Bank is a member of the Deposit Protection Fund of the Association of German Banks (Einlagensicherungsfonds des Bundesverbandes deutscher Banken e.V.), herein after referred to as "Deposit Protection Fund". The Deposit Protection Fund protects all liabilities which are required to be shown in the balance sheet item "Liabilities to customers". Among these are demand, term and savings deposits, including registered savings certificates. The protection ceiling for each creditor is 30% of the liable capital relevant for deposit protection. This protection ceiling shall be notified to the customer by the Bank on request. It is also available on the Internet at [www.bdb.de](http://www.bdb.de)

#### 23.2 Exemptions from deposit protection

Claims in respect of which the Bank has issued bearer instruments, e.g. bearer bonds and bearer certificates of deposit, as well as liabilities to banks are not protected.

#### 23.3 Additional validity of the By-laws of the Deposit Protection Fund

Further details of the scope of protection are contained in Section 6 of the By-laws of the Deposit Protection Fund, which are available on request.

#### 23.4 Transfer of claims

To the extent that the Deposit Protection Fund or its representative makes payments to a customer, the respective amount of the customer's claims against the Bank together with all subsidiary rights shall be transferred simultaneously to the Deposit Protection Fund.

#### 23.5 Disclosure of information

The Bank shall be entitled to disclose to the Deposit Protection Fund or to its representative all relevant information and to place necessary documents at their disposal.

### 24. Miscellaneous :

#### 24.1 Prudence

The customer shall exercise care and caution to ensure that all relevant information (e.g. his/its signature) and documents (e.g. the cheques), user IDs, Passwords/PIN numbers relating to any account and/or transaction are properly kept and guarded so that they cannot be used by any other party for any unauthorised purpose. The customer shall inform the Bank promptly if he is aware of

or suspects any unauthorised use of his accounts, information or document as the Bank may reasonably require in connection with these Business Conditions. If bills of exchange are debited to the Bank by reason of forged signatures or of alteration to other parts of the instruments, the Bank may, in turn, debit the customer.

25. Indemnity

The customer hereby indemnities the Bank against all claims, demands, suits, actions, damages, liabilities, costs, losses, charges, expenses and other sums whatsoever which the Bank may incur or suffer in connection with or arising from giving credit or other banking facilities to the customer or performing any banking service for the customer, and shall immediately reimburse the Bank upon demand for any such payment which may be made or incurred by the Bank by reason thereof, save where the Bank is guilty of negligence, fraud or wilful misconduct.

26. Statement of indebtedness

A statement of indebtedness issued by the authorised officer(s) of the Bank as to the amounts and liabilities (including the currencies thereof) for the time being owing by the customer to the Bank or as to any matter relating to any transaction/relation shall, in the absence of any manifest error or omission, be conclusive against and binding on the customer.

27. Currency indemnity

If the Bank receives payment for any amount due and owing by the customer and such payment is in a currency other than the currency in which such amount is owing to the Bank ("the currency account"), the Bank shall be entitled at anytime at its discretion and without notice to the customer, to convert such payment into the currency of account on such term(s) and rate(s) of conversion as the Bank may suffer at anytime as a result thereof. No payment to the Bank (whether in pursuance of any judgement or court order or otherwise) shall discharge the amount in respect of which it was made unless the Bank shall have received payment in full into the currency account. If such payment falls short of the amount expressed in the currency of account, the Bank shall have a separate cause of action against the customer to recover the shortfall.

28. Notices

The Bank is entitled at its discretion to send any notice, correspondence, instrument or document to the customer by ordinary post, hand, telex or facsimile (to the address, telex number or facsimile number of the customer last known to the Bank), at his/its last known address or address available in the records of the Bank and any such communications shall be deemed to have been received by the customer two days after posting (if local). Five days after posting (if overseas), at the time of transmission (if by telex or facsimile), or upon delivery (if by hand).

29. Overdrawn amount

The Bank may at its discretion (without being obliged to do so) extend credit, grant financial accommodation or advance moneys to the customer for the purpose of meeting any payment obligations or carrying out any instruction, in which event any liabilities arising pursuant thereof (If shall be

repayable forthwith by the customer on the Bank's demand (unless otherwise agreed to by the Bank in writing), and (ii) shall bear interest at such mutually agreed rate (or in the absence of such agreement, at such rate as the Bank may reasonably determine in accordance with its internal procedures).

30. Documents

If the Bank has to receive or deliver any documents, it will examine them with reasonable care. The Bank may rely on any document which appears to the Bank prima facie to be in order and is not responsible for the genuineness, validity, effectiveness, appropriateness or completeness of the documents, nor for their content interpretation or translation, nor for the nature, quantity or condition of any goods mentioned in this documents.

31. Market losses

Unless an agreement to the contrary has been expressly made in writing, the Bank does not undertake any administrative duties other than those mentioned in these General Business Conditions.

In particular, the Bank does not undertake to inform the customer of any losses which may threaten owing to changes in market quotations, or the value of depletion in value of articles or securities deposited, or of any circumstances which might prejudice or otherwise impair the value of those articles.

32. Loss of interest

If by reason of delay or omission in connection with the execution of orders or with any advices in respect thereof any loss, loss is actually suffered by the customer, the Bank is only liable for loss of interest, unless in the particular case, the Bank has or ought to have noticed from the order or advice that the loss may exceed the loss of interest. No liability is assumed for any loss caused merely on a change of value of the currency or medium of payment.

33. Maintenance of security

It is the duty of the customer himself to see to the maintenance and protection of any goods, property or rights secured in favour of the Bank as collateral security, as well as to the collection of any claims or changes and annuities secured in favour of the Bank as collateral security, and to advise the Bank appropriately.

34. Legal capacity

The customer shall be liable to reimburse to the Bank any loss incurred or suffered by the Bank resulting from the fact that the Bank without fault or inaction on its part, does not obtain knowledge of any restrictions on the legal capacity of the customer or his representatives.

35. Dealings in securities

Where securities are dealt with on more than one stock exchanges or in the over-the-counter market, the Bank will in the absence of contrary instructions, select the place of execution of such orders.

36. Proprietary and Intellectual Property Rights

The copyright, trademarks, logos, slogans and service marks displayed on the stationery and on the website of the Bank, are registered and unregistered intellectual property rights of the Bank or of respective intellectual property right owners. Nothing contained therein should be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any intellectual property displayed on the website of the Bank, without the written permission of the Bank or such third party that may own the intellectual property. The Bank neither warrants nor represents that the use of materials displayed on the website of the Bank by the customer will not infringe

patent, copyright or any intellectual property rights or any other rights of third parties not owned by or affiliated with the Bank. The Bank grants the right to access the website of the Bank to the customer and to use various online services in accordance with these conditions as well as Special Business Conditions. The customer acknowledges that the Services including, but not limited to, text, content, photographs, video, audio and graphics, are either the property of, or used with permission by, the Bank and/or by the content providers and maybe protected by applicable copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of India and other countries, and the Terms and Conditions.

### 37. No Waiver of Rights

A failure or delay in exercising any right, power or privilege in respect of these General Business Conditions will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

### 38. Severability

If any provision or condition of these General Business Conditions shall be held to be invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court. Or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition.

The validity of the remaining provisions and conditions shall not be affected thereby and these General Business Conditions shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.

### 39. Headings

The clause headings in these Terms and Conditions are only for convenience and do not affect the meaning of the relative term.

## ANNEX TO THE GENERAL BUSINESS CONDITIONS

This Annex to the General Business Conditions forms part of the General Business Conditions agreed upon between the Customer and the Bank. In case of consisting terms and conditions the terms and conditions of this Annex shall be relevant. The Terms shall be available at the Bank branches.

### 1. DEFINITIONS

1.1 "Bank" shall mean Deutsche Bank AG and its branches and includes, unless it is repugnant to the context or meaning thereof its officials, employees, agents, contractors, consultants, representatives, successors, content providers and any such persons or entities, who are affiliated or associated with the Bank for any purpose, in relation to any of the Accounts or provision of Services or any other Bank operations, except where the Bank has itself excluded any such person or entity here from.

1.2 "Charges" shall mean all charges, fees, interest, costs levied by the Bank or any law with respect to any Account and/or Services and/or otherwise on the Customer and includes a Service Tax.

- 1.3 "Correspondent Bank" means and includes other banks which extend to the Bank, both at a domestic and the cross-border level, certain facilities including but not limited to maintenance of a nostro account extending lines of credit, facilitating undertaking of trade finance activities and extending clearance and collections activity.
- 1.4 "Customer" refers to the person or person(s) (i) in whose name the Accounts(s) with the Bank are existing, maybe opened (changed) now/anytime in future; (ii) to whom the Services are made available; (iii) the Cardholder, wherever applicable, and includes both singular and plural, for the purposes of reference to joint accountholders, individually and collectively. The word "Customer" includes juristic persons, partnership firm, association of persons, HUF (Hindu Undivided Family), company, co-operative society, Charitable Society or Trust, including a government or political subdivision or an agency or instrumentality thereof - having an Account with the Bank. For the sake of convenience Customer is being referred to in the masculine gender.
- 1.5 "FEMA" means the Foreign Exchange Management Act, 1999.
- 1.6 "Force Majeure" includes fortuitous event, fire, goods, storm, explosions, earthquake or any other acts of God, any acts of the government/semi-governmental/local authority, including laws, decrees, ordinances and governmental regulations affecting the business of the Bank, civil disturbances, wars, war like situations, riots and insurrections, acts of public enemy, strikes and lockouts, transportation stoppages or slowdowns.
- 1.7 "Internet" refers to a network of computers and other electronic devices that share and exchange information and is at once a worldwide broadcasting capability, a mechanism for information dissemination, a medium for collaboration and interaction between individuals and their computers without regard for geographic location.
- 1.8 "Mailing Address" is the address of the Customer recorded with the Bank (or as changed in the records of the Bank by the Customer from time to time in the manner prescribed by the Bank) as the address to which all correspondence is to be sent.
- 1.9 "Registered Address" is any address other than the mailing address provided by the Customer to the Bank at the time of opening of the Account and as changed in the records of the Bank, from time to time, in the manner prescribed by the Bank.
- 1.10 "RBI" means the Reserve Bank of India.
- 1.11 "Internet Banking Fraud Insurance" refers to the additional service of providing insurance by the Bank to the Customer in respect of fraudulent transactions on the customers account through the Bank's Internet Banking facility subject to the terms and conditions mentioned in clause herein:.

1.12 "Technical Snags" includes any problems and difficulties arising due to routine maintenance requirements, excess demand, power and electricity failures, computer errors, programming errors, software or hardware errors, computer breakdown, internet or network failure, faults in the telecommunications network, nonavailability of Internet connection, communication problems between the Bank's server and Customer's computer network, shutting down of the Bank's server or website, non availability of communication links, corruption of the computer software, snags in the service providers infrastructure and telecommunication network, and arising due to any other technology related snags; any problems and difficulties for any reasons whatsoever including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints or any other problem or difficulty beyond the control of the Bank.

1.13 "Terms" shall mean Terms as may exist now and as maybe amended from time to time.

1.14 "Website" means the website of the Bank.

## 2. ACKNOWLEDGEMENT

The Customer acknowledges that he has read, reviewed and understood these Terms. The Customer unconditionally agrees to abide by the Terms and all the applicable laws including FEMA, rules and regulations of the RBI or any other regulatory authority, as maybe amended from time to time. The Customer also acknowledges that the Account or Services that are offered to the Customer are not assignable/transferable to any third party under any circumstances and shall be used only by the Customer.

## 3. CORRESPONDENT BANK RELATIONSHIPS

Bank may use the service of Correspondent Banks to provide certain Services or facilities. Bank will take due care to protect the interest of the Customer, but the Bank will not be responsible if there are any losses/liabilities which arise as a result of any act or omission of the Correspondent Bank and/or any delay in realisation of cheques deposited.

## 4. DISCLOSURE OF INFORMATION

Customer hereby irrevocably agrees to and consents that the Bank may disclose at anytime and share with or in any manner make available to any agencies, bureaus, affiliate companies, firms, associations, corporate bodies and other persons including any outside agencies any information of the Customer as maybe required in strict confidence.

Customer further agrees that the Bank may hold and process his personal information on computer or otherwise in connection with any Service for statistical analysis and credit scoring.

The Customer also agrees that the Bank may disclose in strict confidence to other institutions such personal information maybe necessary for reasons inclusive but not limited to (i) participation in any telecommunication or electronic clearing network; (ii) in compliance with a legal or regulatory directive/ instruction; (iii) for credit rating by a credit rating agency; (iv) for fraud prevention purposes.

5. REPRESENTATION AND WARRANTIES OF THE CUSTOMER  
Customer represents and warrants that (i) he has the authority and/or he is lawfully entitled to accept the Terms and that he is not under any disability, restriction or prohibition which shall prevent him from performing or adhering to any of his obligations under the Terms; (ii) the execution of the Terms or any part therein is not, directly or indirectly, in conflict with any other agreement or document that the Customer has executed or entered into; (iii) there are no liabilities against, relating to or affecting the Customer, which individually or in aggregate, are material to the business of the Bank; (iv) the personal information provided by the Customer to the Bank at the time of registration is true and accurate and any other information provided thereafter shall be true and accurate; (v) there are no legal proceedings, or injunctive or stay orders pending against or likely to arise against the Customer that may violate the Terms or materially affect the Customer's fulfilment of these Terms.

6. LIMITATION OF BANK'S LIABILITY

The Bank shall take a II care to provide secure and error-free Services to its Customers on best-effort basis. The Bank shall not be liable or responsible for any damages, loss, harm, expense, liability and the like arising to the Customer or any third party for any reasons whatsoever whether attributable to the Bank or not.

Without prejudice to the above, the Bank shall not be liable to the Customer or any third party for any loss or damage suffered due to the following reasons: Any action carried on by the Bank in good faith, based upon the instructions of the Customer, by exercising due diligence, or taking reasonable care; any unauthorised and illegal transactions occurring through the use of Account(s) and/or Service(s), which can be attributed to the fraudulent or negligent conduct of the Customer and/or any third party; intrusion or hacking into the computer systems/network or communication network of the Bank; failure to carry out any instructions of the Customer due to insufficiency of balance in the Customer's Account(s); failure of the Customer to access the Bank Account or avail of any Services due to any Force Majeure event or any technical snags or any other reason beyond the control of the Bank;

Failure of the Customer to inform the Bank when the Customer's Bank Account is being illegally used or Services illegally availed of by third party; Failure of the Customer to keep confidential and secure, any Passwords, or other Identification marks or any Card or token given to the Customer for operating the Accounts or availing of any Services; failure to provide or provision of inaccurate, incorrect information by the Customer whether personal or in respect of any Account or Services; any Stop Payment Instructions or such instruction of the Customer being/not being carried out or any delay thereof; violation of any Indian law or foreign law; or Breach of any of the Terms by the Customer or any other person with/without the Consent of the Customer.

In the event that the Bank is held liable for any loss or damage to Customer as a result of use of any Services provided by the Bank, the Bank shall only be liable for direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only

if such loss or damage is caused by the Bank's gross negligence or willful default and the Bank shall not be liable for any incidental, indirect, remote, consequential, special loss or damage in this regard.

7. **FORCE MAJEURE/TECHNICAL SNAGS**

Notwithstanding anything to the contrary contained herein, nothing herein shall apply if the Bank is prevented from discharging any or all of its obligation herein or otherwise due to any cause arising out of or related to Force Majeure or Technical Snags or for any reasons beyond the reasonable control of the Bank.

8. **INDEMNIFICATION**

The Customer agrees to and shall indemnify and hold the Bank and each of the employee agents, consultants, contractors, content providers or representatives of the Bank harmless against all actions, claims, liabilities, demands, proceedings, losses, damages, costs, charges and expenses including reasonable attorneys' fees and court/adjudicating body costs whatsoever, which the Bank may at anytime incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of (i) breach of the Customer's representations and warranties; (ii) improper use of the Account and/or Services by the Customer or any other person with/without the consent of the Customer; or (iii) breach by Customer or any other person with/without the consent of the Customer, of any of the provisions of the Terms or any other agreement with the Bank or, (iv) by reason of the Bank in good faith taking or refusing to take or omitting to take action on any instruction given by the Customer due to acts or omissions of the Customer, including but not limiting to: (a) Failure to intimate/inform the Bank when he/it suspects or knows that his/its Passwords are known to third parties or when third parties use his/its Passwords for carrying out unauthorized or illegal transactions; (b) Failure to keep confidential and secure the Passwords from third parties; (c) Failure to inform the Bank regarding any changes in his/its personal information or Account information; (d) Unauthorized or illegal access to the computer system/network and/or data of the Bank by using a Customer's Passwords; (e) Failure to comply with the law; (f) Failure to comply with the usage guidelines issued by the Bank; in respect of Accounts or Services as maybe applicable at the relevant time; (g) Failure to comply with these Terms and any agreement between the Bank and the Customer.

9. **APPLICABLE /GOVERNING LAW**

These Terms, Accounts/Services and obligations of the Bank shall be governed and be subject to laws and guidelines as maybe issued by RBI from time to time. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than that of India. The mere fact that the Account or Services can be accessed through Internet or by phone or mobile in a country other than India shall not be interpreted to imply that the laws of that country govern these Terms, and/or the operations of the Accounts of the Customer.



#### 10. COMPLIANCE WITH LAW/LANGUAGE

The Customer must be either by himself or through legally authorized representative/s eligible and capable by law to open and operate the Account or avail of the Service, as the case maybe. The Bank shall not be liable to the Customer or any third party for any loss or damage suffered due to the ineligibility or incapacity of the Customer.

The Customer agrees that he is aware of and shall comply with any law that maybe applicable to any of the transactions they carry out, in India or abroad, through their Accounts or Services. The Bank shall not be responsible or liable to any third party for the Customer's violation of any law.

The prevailing language is English.

#### 11. ARBITRATION

Remedy of arbitration as stated herein below, shall be resorted to unless the differences fall within the jurisdiction of the Debts Recovery Tribunal established under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, in which case the Tribunal will have the jurisdiction over the matter.

The Customer agrees that he will, at all times, make all attempts to resolve all differences arising in respect of the Terms or any other agreement with the Bank. By discussion with the Bank failing which, by arbitration, provided that the arbitration shall be by a sole arbitrator, nominated by the Bank. In the event of death, refusal, neglect, inability or incapability of a person appointed to act as an arbitrator, the Bank shall appoint another sole arbitrator.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall be conducted in English. The place of arbitration shall be Mumbai, India. The Customer waives any objection to such proceedings on grounds of venue. Notwithstanding the aforesaid provisions of this Agreement, in the event of any breach or apprehended/threatened breach of the provisions of this Agreement by the Customer, the Bank shall be entitled, in addition to all other remedies, to an injunction, restraining any such breach, without recourse to arbitration. In the event of any breach or threatened breach of the Terms or any other agreement with the Bank by the Customer's authorised representatives/employees of the Terms or the respective agreements between them and the Customer, the Customer's shall cooperate with the Bank in such manner as maybe required to restrain such breach, including the pursuit of all legal remedies. Without prejudice to the foregoing, the Courts of the city in which the branch of the Bank in which the Account is/was opened is situated, shall have the exclusive jurisdiction to decide any dispute in respect of the Terms. Notwithstanding the above, the Bank has the right to bring/file a claim in any other competent court or judicial forum having jurisdiction, whether in or outside India.

#### 12. MAINTENANCE AND PRESERVATION OF RECORDS

The Bank at its sole option and discretion shall maintain or destroy such records of transaction in respect of the Accounts or Services, as the Bank may deem fit or as mandated by law. The Customer shall not question the validity and correctness of the same. In case of conflict between the records kept by the Bank and those of the Customer, the records of the Bank shall be conclusive and binding.

### 13. TAX DEDUCTION AT SOURCE (TDS)

Tax will be deducted at source, on the interest income as prescribed under the Income Tax Act, 1961, and as amended from time to time. Unless specified otherwise, the certificate for TDS may be issued by the Bank on an annual basis covering all interest accruals/payments for that year consolidated for all deposits. The amount mentioned on the Term Deposit Advice is not adjusted for tax, withholding taxes or any deductions on account of redemption and hence no liability is placed on the Bank to pay the amount specified on such advice. In the event the Customer does not furnish Form No. 15 (H)/appropriate Income Tax Exemption Certificate to the Bank, wherever applicable, the Customer authorises the Bank to debit the Term Deposit Account with the TDS applicable on the interest on such deposits or Customer's other deposits or Bank Account(s) existing and/or to be opened in future. In case of Joint Term Deposits, the incidence of TDS would be on the Joint Account Holder whose name appears first in the application form. In the event the amount of tax to be deducted is less than the amount of interest available for deduction, Bank is entitled to recover the same either from another Account of the Customer and/or from the principal of the Term Deposit itself and for that purpose the Bank is also entitled to prematurely break the same, without any liability for the loss arising out of such premature encashment.

### 14. MISCELLANEOUS

Customer agrees that the Bank may sub-contract and employ agents, consultants, contractors, content providers or representatives to carry out any of the provisions of this Agreement. The Bank shall not be responsible for any negligent or fraudulent acts of such persons or any acts done outside the scope of their authority. Save and except as expressly provided in these Terms, no exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in these Terms shall constitute a waiver by the Bank of that or any other right, remedy or power. If one or more of the provisions of Terms are unenforceable against one of the Customers, this will not in anyway affect the enforceability of that provision against the other Customers. The Bank may decide to waive or relax any of the provisions of the Terms, at its own discretion on a temporary basis or as a special case only and this will not affect the Bank's right to enforce that provision strictly at any other time. In the event that any provision of these Terms is held to be in violation of any applicable law or if for any reason a court of competent jurisdiction finds any provision of these Terms or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect. The Bank reserves to right to amend, modify or withdraw, without attracting any claim/s, any or all services if it finds them to be unviable or prone to unacceptable risks.

## RULES FOR CONDUCT OF ACCOUNTS

The Customer agrees that opening and maintenance of the Account and availing of Services for Conduct of Accounts is subject to the following terms and conditions and the General Business Conditions of the Bank as maybe issued by the Bank

from time to time as well as the rules and regulations introduced or amended from time to time by the Reserve Bank of India or any other authority. In case of consisting terms and conditions these Rules for Conduct of Accounts shall be relevant.

1. DEFINITIONS:

In the Terms all the capitalised words and phrases have the meaning stated hereunder unless indicated otherwise. Beyond these definitions, the Definitions of the General Business Conditions of the Bank shall apply:

- 1.1 "Account" includes all existing, new and future (including but not limited to any changed or altered form) Account(s), (in any form whatsoever including but not limited to usual Banking and any kind of Banking or financial relationship), either held, operated and/or transacted single and/or jointly at the Bank.
- 1.2 "Alternate Channels" includes (though not restricted to) ATMs; Phone (including fax); Internet; POS.
- 1.3 "Authorized Signatory" means an individual expressly authorized by non-individual Customers to operate the Accounts/access Services, as per powers conferred by such non-individual Customer and/or as per the applicable laws.
- 1.4 "Bank Holiday" means all Sundays, national holidays and public holidays as declared under the Negotiable Instruments Act, 1881, even though the Bank or any of its branches maybe open on those days.
- 1.5 "CID" means Customer Identification Number.
- 1.6 "FEDAI" means Foreign Exchange Dealers' Association of India.
- 1.7 "GOI" means the Government of India.
- 1.8 "Doorstep Banking Services- includes cash delivery service, cash pick-up, cheque and documents pick-up/delivery, foreign exchange delivery/pick-up or any other services offered by the Bank at its sole discretion.
- 1.9 "Joint Account" means the Account held by more than one individual Customer.
- 1.10 Internet Banking- means the facilities offered by the Bank, at its sole discretion, to carry out various transactions or avail of the information over the Internet.
- 1.11 NRI. means Non-Resident Indian, as defined under the Foreign Exchange Management Act. 1999, and/or relevant rules and regulations framed by the GOI and/or RBI.
- 1.12 OCS means Overseas Corporate Body, as defined under the Foreign Exchange Management Act. 1999, and/or relevant rules and regulations framed by the Gol and/or RBI.

- 1.13 Operating Mandate means the mode of Account usage as maybe specified by the Customer at the time of opening the Account with the Bank and as maybe changed by the Customer from time to time in the manner prescribed by the Bank.
- 1.14 Password means and includes any randomly generated secret and confidential code, allotted by the Bank to the Customer and/or selected by the Customer and/or subsequently changed by the Customer as per his choice, for operating the Account and/or to avail specified Services through Alternate Channels especially through Internet Banking.
- 1.15 Payment Instructions means instructions given by a Customer for effecting transfer of funds from the Customer's Account to any other Account of another Customer held with the Bank or to an account in any other bank of a Customer of such bank or to a Merchant Establishment.
- 1.16 Personal Identification Number (PIN)" means and includes any randomly generated secret and confidential code, allotted by the Bank to the Customer and/or selected by the Customer and/or subsequently changed by the Customer as per his choice, for operating the Account and/or to avail specified Services through Alternate Channels.
- 1.17 Pio- means Person of Indian Origin as defined under the Foreign Exchange Management Act, 1999, and/or relevant rules and regulations framed by the GOI and/or RBI.
- 1.18 Salary Account means the Account opened in the name of the Customer by virtue of his employment with an entity ("Employer") with whom the Bank has an arrangement in that respect.
- 1.19 Secure Mail means e-mail facility available to Customers availing the Internet Banking Service after they log onto the Bank's website.
- 1.20 Services includes Services through Alternate Channels; Doorstep Banking Services; Drop Box Service or any other services as maybe offered by the Bank, from time to time, at its sole discretion, to all or some of its Customers in entirety or part thereof.
- 1.21 Services through Alternate Channels means the facilities or services offered by the Bank, at its sole discretion, over Alternate Channels including but not limited to Phone Banking, Internet Banking, Global Debit Card and ATM Network, to carry out various transactions or to avail the information.
- 1.22 Standing Instructions are debit instructions given by the Customer to the Bank in the manner specified, which are to be executed on future dates during a period specified by the Customer at a time interval or upon happening of the event specified by the Customer.

1.23 Username or User ID means and includes code, allotted by the Bank to the Customer for operating the Account and/or to avail specified Internet Banking Service.

1.24 Working days means the days, which are not Bank Holidays.

## 2. DOWNGRADE

In case the Bank has assigned the Customer the privileged/private banking status at any point of time, the Customer hereby irrevocably authorizes the Bank to downgrade him from "Private Banking Customer" status to another status, in case he is not able to maintain the relationship/average quarterly balance requirement as defined and communicated by the Bank from time to time. In such case, the customer authorises the Bank to: (i) Change the savings account variant of his account, which may require a different average quarterly balance requirement, and may have a different schedule of charges applicable. (ii) Discontinue with all the privileges available to him as a "Private Banking" Account Holder, as defined by the Bank, from time to time.

The Customer also agrees that the Bank will have the right to take the above-mentioned course of actions without taking any further verbal/written approval from him and without sending any prior communication to him.

## 3. JOINT ACCOUNTS

In case of Joint Accounts all provisions herein shall apply to all Customers. All holders of Joint Accounts shall be jointly and severally bound by all actions, omissions and transactions arising from the use of the Joint Account, irrespective of Operating Mandate.

Communications, including but not restricted to Account Statements, in respect of Joint Accounts shall be sent to the Mailing Address of the first-mentioned Account Holder. In such a case, all such communications shall be deemed to have been received by all the holders of the Joint Account.

The Bank shall, at all times, have the right to set-off the whole amount lying to the credit of any Joint Account of the Customer against outstanding of any of the holders of such Account. If any holder forbids payment from the Account, no amount shall be paid from the Account except on discharge from all holders/survivor(s).

Joint Term Deposit Accounts can only be operated jointly by all the holders of such Account. It is clarified that operating an Account shall mean and include without limitation. (a) premature breakages (partial or whole); (b) change of the maturity instructions from auto renewal to single maturity and vice versa (c) premature renewals; (d) change of interest disposition instruction from credit to an Account to reinvestment and vice versa (e) change in principal disposition instruction from credit to an Account to pay by Cheque and vice versa. In the event the Account holders have given an Operating Mandate, the Bank at its sole discretion may permit all or any of the above transactions based on the Operating Mandate by any of the Account holders. In case the transaction is processed based on a single signature, the same shall be binding on all the Joint Account holders.

4. **NON-INDIVIDUAL ACCOUNTS**  
Accounts held by non-individual entities shall be operated as per the laws applicable to them and by the Authorized Signatory as per the Operating Mandate or as maybe required by the Bank.
5. **FOREIGN CURRENCY/NON-RESIDENT ACCOUNTS**  
Foreign currency denominated Account(s) of residents/non-residents and rupee denominated Account(s) of Non-residents shall be governed by regulations of RBI/GOI and these regulations shall prevail in case of any conflict with the Terms.
6. **NON-RESIDENT INDIANS (NRI)**  
The NRI Customer undertakes that he shall (i) intimate about his return to India for permanent residence; (ii) abide by the NRE/NRO or any other applicable scheme laid by the RBI from time to time, (iii) ensure, in case of debits to NRO/NRE Accounts for the purpose of investments in India and credits representing sale proceeds of investments, such investments/disinvestments would be covered by the general or specific permission of the RBI.  
The NRI Customer hereby agrees to indemnify the Bank against any losses, claims, costs, charges and expenses arising from or suffered by the Bank by reason of non-compliance by him of the applicable laws.
7. **DEUTSCHE BANK PREMIUM PAYROLL ACCOUNT**  
The Customer acknowledges and agrees that in respect of his Deutsche Bank Premium Payroll Account, at the sole discretion of the Bank;  
(i) he maybe entitled to certain facilities only during currency of his employment with the Employer; (ii) any of the said facilities in respect of the Deutsche Bank Premium Payroll Account maybe discontinued, completely or partially; (iii) the Deutsche Bank Premium Payroll Account maybe closed if no amounts are credited by the Employer for a specified period and/or on the instructions of the Employer to and/or if the Customer ceases to be in the service of the employer for any reason whatsoever. The Customer hereby irrevocably and unconditionally authorizes the Bank on the request of the Employer to recover by debiting/reversal of credit, any excess amount credited by and/or on the instructions of the Employer into his Account, without any reference to or recourse to him. The Bank shall not be held responsible or liable for any of the acts mentioned hereinabove.
8. **TERM DEPOSITS (TD)**  
The minimum amount and term for with which the TD can be opened by the Bank, and the interest thereon, shall be notified by the Bank from time to time.  
The effective date of TD shall be the date on which the Customer/depositor deposits the cash with the Bank or the date on which the cheque deposited with the Bank is realized or the fund transfer is effected on Internet Banking, as the case maybe.  
Customer agrees that on maturity of the Term Deposit, in the absence of written instructions on disposal of funds, the Bank has the right at its discretion to renew the deposit along with accrued interest thereon on the same terms as that of the matured TD at the prevailing interest rates. If the TD is issued in name of more than one Customer, the renewal instructions

should be given by at least one of the Customers.

The terms of the TD maybe maidhood or revised only if Customer applies to the Bank by a written request signed by him; or in case of Joint TD - if a written application signed by all Joint Account Holders is filed with the Bank at least seven days in advance.

However, the Bank shall have the sole discretion whether to modify or change such terms.

Premature breakage of TD would be permitted at the sole discretion of the Bank and upon such Charges/penalty as maybe prescribed by the Bank from time to time. Customer agrees that if the Bank permits him to make a premature breakage of Term Deposit the recovery of interest already paid maybe recovered from the proceeds of the TD. Signature of all the Joint Account holders is necessary for such premature breakage, irrespective of the Operating Mandate.

Interest on TD will be compounded at quarterly rests in case of reinvestment deposits subject to keeping the deposits with the Bank for a minimum tenor of two months. Interest on TD can be paid for a period of less than a quarter at the discounted interest rates as per RBI directives.

## 9. SPECIAL TYPES OF ACCOUNTS :

### 9.1 Joint Account

A Joint Account may also be opened for several Account Holders. Dispositions regarding the claim underlying the account, in particular the closing thereof and the granting of authority to sign, may only be made by all account holders jointly. Every account holder maybe represented by an authorised representative in the individual case.

The account holders shall be liable jointly and severally for all obligations arising out of the account.

Authorisations to sign maybe revoked by each individual Joint Account Holder.

### 9.2 Foreign Currency Account

If the Bank keeps a foreign currency account for the Customer, transfers in the respective foreign currency shall be credited to such account, unless a different transfer instruction has been given. If no foreign currency account exists, the Bank shall be entitled to credit foreign currency amounts in national currency, unless expressly instructed to the contrary by the Customer. The amount shall be converted at the conversion rate of the day on which the amount in foreign currency is at the Bank's disposal and maybe used by it.

Holders of credit balances in foreign currency shall bear any and all financial and legal consequences and losses/damages (including by way of loss caused due to fluctuation in exchange rates) affecting the total credit balance in the respective currency held by the Bank in India and abroad which were caused by circumstances or events for which the Bank is not responsible.

#### 10. ATTORNEY/MANDATE HOLDER

If the Customer wishes to appoint an attorney to operate the Account or avail of the Services on his behalf, he shall forward the certified true copy of the duly notarized Power of Attorney/letter of mandate to the Bank (in the format approved by the Bank) along with the original for the purposes of verification. The Bank may, at its absolute discretion accept such Power of Attorney/letter of mandate and allow such Power of Attorney/mandate holder to operate the Account or avail of the Services on behalf of the Customer in the manner acceptable to the Bank. In the event of revocation of the Power of Attorney the Customer shall immediately inform the Bank in writing of such revocation and submit the documents in support of revocation.

#### 11. ADDRESS

Bank shall send all communications, correspondences, Account Statements, cheque books, drafts, etc., to the Customer at the Mailing Address, except in exceptional circumstances, at the discretion of the Bank.

The Customer must promptly notify the Bank any change of his Mailing Address/Registered Address in writing. However, if any, Registered Address is to be changed as the Mailing Address or vice-versa the communication could be sent by any other mode acceptable to the Bank. Change of any of the addresses will be applicable to the Accounts of the Customer wherein he is the sole or the primary holder, unless otherwise indicated. In case of Joint Account with Joint Operating Mandate no change in Mailing/Registered Address shall be effected unless communicated by all the holders.

If the Customer does not receive any mail posted/couriered by the Bank at such address due to any reason whatsoever the Bank shall not be responsible. The reasons may include (but not limited to) fault of the posted/courier agency, mail being delivered at the given address but being not received by the Customer and/or mail not being delivered at the given address due to the Customer not being available thereat. In case of non-delivery or non-receipt of the mail, Bank will not be responsible or liable to re-deliver the same.

#### 12. COMMUNICATION BY CUSTOMER

The Customer should communicate with the Bank only via the mode that is specified and no other. Bank is not bound by communication received via any other mode. Specifically, if certain kinds of transaction requests are not allowed through phone or e-mail. the same should not be used. The Customer should not use Secure Mail for time critical instructions, e.g. stop cheque or hot-listing of the Card. All communication whether in writing or otherwise shall be valid only if the same is sent in the format (if any) prescribed by the Bank.

#### 13. INSTRUCTIONS TO THE BANK

All instructions to the Bank shall be complied within such time as maybe advised by the Bank at the time of receipt of the instruction and as is permissible by applicable laws. Instructions received by the Customer maybe reversed anytime before the Bank acts on the same. The Bank shall not be liable for any loss/liability incurred by the Customer if he fails to give such reversal instructions before the Bank acts on it. Any transaction directly effected by the Customer on Internet Banking cannot be reversed.



Bank may refuse to honour a request to withdraw funds in cash from a Customer's Account or carry out any other request if it believes that (i) it is required by law to do so; (ii) the amount is unreasonably large; (iii) raises reasonable suspicion in the mind of the Bank; (iv) honouring the request could cause the Bank undue hardship; or (v) security risk and the Bank may communicate the reasons of such refusal to the Customer.

#### 14. HOLIDAY PROCESSING

Any transactions on a Bank Holiday or after Business Hours shall be shown in the Account, at the sole discretion of the Bank, as having taken place on the succeeding Working Day and not the actual day of the transaction and all deductions/accretions on such amount shall be deducted/accrued as of such Working Day. Bank shall not be responsible for any loss of interest or liability incurred/suffered by the Customer including but not limited to return of cheques, loss of interest arising due to such transaction being not shown on the day the same actually occurred. Exchange rate for any transaction including but not limited to FCNR placement shall be applied on the basis of Bank determined/applied rates subject to next Working Day requirements or as otherwise maybe made applicable by RBI.

#### 15. ADDITION OR DELETION OF THE NAME

In respect of any Account, if the name of the holder is to be added or deleted, the current Customer and the proposed Customer shall make the application in writing to the Bank in the manner required by the Bank and shall provide such information and documents as maybe required by the Bank.

#### 16. DEATH OR INCOMPETENCE

Nomination facility is available in accordance with applicable laws including the Banking Companies (Nomination) Rules, 1985. Customer is advised to designate a nominee while opening the Account.

In case of Joint Accounts or in case of non-individual Account, the Customer agrees and undertakes to notify the Bank promptly if any Joint Account Holder or Authorized Signatory of the Account, as the case maybe, dies or is declared incompetent by a Court or any other competent authority. Bank may place a hold on the Account and stop all operations when any Account Holder dies or is declared incompetent or a restriction is placed on its operations, although the Bank can continue to levy Charges on such Accounts and claim such amounts as are due to it under any banker lien or otherwise. In case a nomination facility has been availed by the Customer, Bank will be discharged of its liability by making the payment to the nominee upon the terms and conditions as maybe specified by the Bank at the relevant time, unless specifically prohibited by an order of the Court. In the absence of any nominee, the Bank may retain any and all funds in the Account until it establishes the identity and credentials of the successor to the accountholder to its satisfaction, which may include insisting on a succession certificate/probate of a will or any other evidence as maybe required by the law for the time being in force. Account shall be closed and the balance thereof shall be given to the surviving Accountholder. On the death of the Account Holder other than the first-mentioned Accountholder, the Account shall continue to operate in the name of the surviving Accountholder.

#### 17. ACCOUNT CLOSURE/SERVICES DISCONTINUED

Bank may, at its absolute discretion, close any Account or terminate any of the Services by giving 7 (seven) days' notice to the Customer with/without assigning any reason. Notwithstanding the above, the Customer acknowledges and agrees that Bank may at anytime without notice as the circumstances in the Banks' absolute discretion may require, discontinue/modify/cancel/terminate the Services, if the Bank is of the opinion that continuation of Services is prejudicial to Bank's interests. Bank shall not be made liable for any consequences arising out of such closure of Account or termination of Services.

Bank may its discretion, and without prejudice to the above and in addition thereto close the Account of a person having a Current, Savings or Overdraft Account if such person's cheques valuing Rupees One Crore and above have been dishonoured on four or more occasions in a financial year for want of sufficient funds in that Account. Bank will however issue a notice to such person whose account it may close, after dishonour of the third cheque. Customer may close his Account or discontinue availing of any Services at anytime. Bank shall be entitled to refuse the closing of the Account till such time that all Charges payable by the Customer to the Bank have been paid in full. The Bank may notify the Customer the date on which his Account would be closed and the Service would be discontinued. Upon closure of any Account, the Services associated with such an Account would be automatically terminated. At the time of closing of the Account the Customer shall return to the Bank and/or confirm destruction of all unused cheque leaves/Card/Demat instruction slips, as applicable, to the Bank. Without prejudice to the Bank's right to claim from any of the Customer's funds/assets/Account(s) in the Bank's possession or care, the Customer hereby unconditionally, irrevocably and without demur agrees and undertakes to immediately pay the Bank, in such manner as specified, upon the Bank's written demand and without cavil or argument any sum or sums so claimed without needing to prove or to show grounds or reasons for the Bank's demand for the sum specified therein.

The Bank may, at its sole discretion, levy a Charge on the Customer if the Account is closed by the Customer within a period of six months from the date of the opening of Account. The Customer shall indemnify and keep the Bank indemnified against any loss or damage that the Bank may suffer on account of dishonour of cheque after the closure of the Account.

#### 18. CHEQUE BOOKS AND CHEQUES

Cheque books maybe issued by the Bank to persons having Savings, Current or Overdraft Accounts at such Charges as maybe indicated by the Bank. The cheque book shall be sent to the Customer at his Mailing Address. The Bank may at its discretion offer "at par" cheque books to certain Customers as per the law. Bank shall deny issuing a fresh Cheque Book to any person having a Current, Savings or Overdraft Account if such person's cheque/s valuing Rupees One Crore and above was dishonoured for four or more occasions during a financial year for want of sufficient funds in the account of such person. Also, the Bank may at its discretion consider closing the current account. The Bank shall not issue cheque books to customers having a Resident Foreign Currency (RFC) Account.

The Customers must draw cheques in such a way as to prevent alteration after issue and the Customer's signature should confirm with the signature in the Bank's record. Any alteration on the cheques must be authenticated by the Customer's signature against each such alteration. The Bank reserves the right to refuse payment of cheques that have been altered in any way unless the alteration is authenticated by the Customer under full signature as per specimen on record with the Bank.

#### 19. CHEQUE/DRAFT/PAY ORDER DEPOSIT

Bank may accept a cheque/draft/pay order (hereinafter referred to as an "Instrument" for the purpose of this section) for deposit to the Customer's Account from any person. Bank is not required to or obliged to question the authority of the person making the deposit, unless otherwise mandated by applicable law.

Customer is advised to check with the Bank for the prevailing clearing timings in respect of the Instrument. Local Instrument will be presented to the drawee bank on the next working day. Non-local Cheques (drawn in India or outside) will be sent to the Correspondent Banks/own branches on collection basis or directly to the drawee bank and the proceeds of such Instrument will be credited to the Account upon realization of funds. Bank will try on a best-effort basis to meet the next applicable clearing time and shall not be liable for any losses/liabilities incurred as a result of a delay. Credit of foreign currency Instrument to the Account shall be subject to all the applicable laws including FEMA, and such exchange control and other regulations as RBI or any regulatory authority may direct from time to time.

The Bank shall take all due care to ensure that the Instrument reaches the Correspondent Bank/own branch, however the Bank shall not be responsible in case the Instrument sent to the Correspondent Banks/own branches on collection basis are either lost in transit or the funds are not received by the Bank. In such a scenario, Bank is not under any obligation to follow up with the Correspondent Bank/drawee bank and the Customer needs to contact the issuer of the Instrument for further action.

In case the Instrument has been returned by the Correspondent Bank/drawee bank/own branch after the funds for the same have been credited to the Account, Bank will debit the Account for the Instrument amount and charges, if any, without prior notice.

Bank shall not be responsible or liable for any contractual obligations, which were honoured by the Customer based on earlier crediting the proceeds into the Account. Customer may deposit a high-value Instrument drawn on a branch participating in high value clearing for same-day clearance. While depositing an Instrument meant to be sent for high-value clearing, the Customer should state the same on the deposit slip to assist the Bank in identifying the accompanying Instrument as meant for high value clearing. The Bank shall take all reasonable steps to follow such instructions. The Bank shall not be liable for any loss suffered by the Customer, if the Bank, due to reasons beyond its control, is unable to comply with the instructions. Customer should inquire at the Bank for prevailing guidelines for this Service.

Bank will not be liable or responsible for any loss, including but not limited to, consequential loss due to: (If crediting the amount of the Instrument in an Account other than the

Account of the depositor due to lack of clarity/overwriting of the Account number written on the deposit slip); or (iii) due to delay in forwarding the Instrument for clearing due to any reasons whatsoever. In case of any dispute on whether an Instrument was attached to the deposit slip or not, the decision of the Bank shall be final and binding.

Bank is entitled to refuse acceptance of a Instrument drawn on a non-local clearing, in case the proceeds of the Instrument is less than the Collection Charges to be levied and/or with respect to such location where the Bank has no arrangement with any bank thereat.

Cheques drawn by customer and payable at any branch of the Bank, as per the arrangement between the Bank and the Customer, the presentation of such cheque at any branch of the bank at the time and date of such presentment shall be deemed to be effective presentment of the cheque at the drawee branch at such time and data.

#### 20. CHEQUE RETURNS

Bank will not be liable for returning any cheque, if the Account has insufficient balance to debit the entire cheque amount as per the balance amount shown in the record of the Bank at the time cheque is presented to the Bank for clearance, even though, on the same date, the Account may have sufficient balance at some other time, due to receipt of clearing, deposit of cash, etc. Bank is not liable or obliged to inform the Customer about cheques, which are returned unpaid due to any reason, whatsoever.

#### 21. INSUFFICIENT FUNDS

When the Customer does not have sufficient funds in the Account to cover a cheque drawn by him or for any other debit, Bank may consider the cheque or debit an insufficient funds item regardless of any notification to the contrary that maybe issued by the Customer.

#### 22. AVERAGE QUARTERLY BALANCE

Customer is required to maintain a minimum of average quarterly balance in his Account as per the limits as maybe prescribed by the Bank from time to time. Average quarterly balance is computed by adding the daily ending balance of the Account and dividing the sum with the total number of days the Account is active during the first day of the calendar quarter to the last day of that calendar quarter. Service charges, as maybe prescribed or notified by the Bank are computed based on non-maintenance of minimum Average quarterly balance required.

#### 23. CHARGES AND INTEREST

Customer(s) shall be liable and undertakes to pay all Charges in respect of the Account or for any Services as maybe indicated from time to time. Interest is calculated on the minimum credit balance between the close of business on the tenth (10th) and the last day of each calendar month and only on the whole amount.

Interest in the savings account will be accrued monthly and paid on a half-yearly basis.

Interest payable on Savings and Term Deposit Accounts shall be at such rate or rates as maybe determined by the Bank, from time to time, at its absolute discretion and as per the applicable laws. It may vary (both upward and downward) from time to time.

In case of insufficient balances in the Accounts of the Customer, the Bank shall have a lien to the extent of the Charges over the amounts that maybe credited in the Account. The Bank reserves the right to recover (partially or fully) this amount from subsequent credits either into the same Account or from any other Account of the Customer. The Bank will be entitled to recover its Charges from any credit balance lying in any of the Accounts of the Customer, without any prior or post-notice to the Customer, and the Bank shall also not be liable for any return of cheques due to such recovery.

Any Charges, government charges, duty or debits or tax payable as a result of the use of the Card shall be the sole responsibility of the Customer and if imposed upon, the Bank shall debit such Charge, government charges, duty or tax to the Account. Customer hereby authorizes the Bank to make deductions from the Account and undertakes to indemnify the Bank against any expenses the Bank incurs in collecting money that the Customer may owe in connection with the Card (including without limitation reasonable attorney's fees to the extent permitted by law).

#### 24. FUNDS TRANSFER

The Customer shall not attempt to transfer funds without sufficient funds in the concerned Account or without a pre-existing arrangement with the Bank for the grant of an overdraft.

The Bank may, at its discretion, carry out the instructions notwithstanding inadequacy of funds/credit facility without prior approval from or notice to the Customer and the Customer shall repay with interest the resulting overdraft/advance/credit and all related Charges and interest on the excess amount, at such rates as the Bank may levy.

Requests for funds transfer not received directly from the Customer in person must be accompanied by a cheque signed by the Authorised Signatory/Customer.

The Bank shall not be liable for any omission to make all or any of the payments or for late payments due to any reason whatsoever.

#### 25. STANDING INSTRUCTIONS

The Bank may, at its sole discretion provide its Customers the facility to give Standing Instructions via the branch or Alternate Channels. For each instruction the Customer has to specify the amount that shall be debited from his Account for transfer to another Account held with the Bank or by way of a draft. The Customer is responsible for making sure that concerned Account has sufficient funds on the date when the Standing Instructions are to be executed. The Bank may, at its discretion, carry out the Standing Instructions notwithstanding inadequacy of funds/credit facility without prior approval from or notice to the Customer and the Customer shall repay with interest the resulting overdraft/advance/credit and all related Charges and interest on the excess amount, at such rates as the Bank may levy. The Bank shall not be liable for any omission to execute all or any of the instructions or for late instructions due to any reason whatsoever.

The Customer agrees to pay the Bank the Charges levied by the Bank.

#### 26. OVERDRAWN ACCOUNT

If for whatever reasons the Account has a debit balance, Customer shall pay and undertakes to pay interest and other Charges in accordance with the Bank's prevalent rate and practice and shall regularise the Account on the same day, unless the Bank specifically makes an exception. Overdraft facility to NRI/PIO/OCB clients shall be subject to such further regulations as RBI has or may stipulate from time to time.

#### 27. ACCOUNT STATEMENTS

Account Statements for each Account shall be issued on a frequency as determined by the Bank at its sole discretion for each Account. The Customer acknowledges that the statements of Accounts sent to him by the Bank, may not be signed on behalf of the Bank. If the Customer notices any error in the Account information supplied to him by the Bank he shall intimate the Bank accordingly within two (2) weeks of receipt of the statement of Account, failing which it would be deemed to have been accepted by the Customer. If the Customer becomes aware of any transaction on any of his Accounts that has not been validly authorised by him, he shall inform the Bank immediately. Bank will endeavour, but is not obliged, to correct the error promptly and adjust any interest or Charges arising out of such error. Bank reserves the right to rectify discrepancies in the Account Statement, if any, at any point of time. Bank shall not be liable for any consequence arising out of any delay, lapse, omission, or neglect on part of the Customer to notify the Bank about any such doubtful debit/withdrawal and the Customer solely is liable for the any consequences or losses that may occur. If Customer delays in examining the statement or in reporting a problem, it may affect Bank's ability to resolve the problem. The Customer authorises the Bank to engage and utilize the services of third parties/vendors to prepare and mail the statements and/or other documents/material. Bank is not responsible for statements lost in mail.

The Customer should contact the Bank for duplicate statements, if required. Statements or messages sent from the Bank to an email account or other electronic receiving communication systems/servers, is at the entire risk of the Customer and if the same is lost, incorrectly received, or sent to the incorrect e-mail or are accessible to third parties, the Bank is not and cannot be responsible or made liable for such transmission. In the event that the statements/messages as sent to the Customer over any Alternate Channels (including but not limited to Internet Banking or email) do not tally, for whatever reason, with the records available at the Bank, the latter shall prevail. The Customer agrees to pay any Charges levied by the Bank for issuing duplicate statements.

#### 28. STOP PAYMENT

It is the Customer's responsibility to ensure that Stop Payment Instructions are to be advised to the Bank directly through Phone Banking, at the branch counter or through the Stop Payment feature on Services over Alternate Channels. For Stop Payment Instruction(s) communicated to the Bank through any other mode, the Bank shall not be responsible or liable for non-processing or delayed processing of such Stop Payment

Instruction(s) and consequential losses, if any, and for clearance of the cheque(s) covered by such Stop Payment Instruction(s). Any Account, which has an Operating Mandate for joint operations, the Stop Payment Instructions must be signed in the same manner as applicable to the operations of the Account.

While the Bank accepts all the Stop Payment Instructions through Alternate Channels, it may insist that the same be followed by written instructions from Customer. However, in the event, the Bank honours the Stop Payment Instructions without receiving any written instructions, which results in any damage or loss to Customer or the third party, the Bank shall not be liable for the same. Bank shall not be liable or responsible for clearing of Cheques, or any consequences thereof, for which Stop Payment Instructions have been received by the Bank - if such instructions are not through acceptable modes and/or have not been signed as per the Operating Mandate and/or are received on a date which is after two working days from the date when the Cheque(s) were received in clearing.

Customer agrees that a Stop Payment Instruction once accepted cannot be revoked.

#### 29. FOREIGN EXCHANGE TRANSACTIONS AND EXCHANGE RATE

All transactions conducted in the Account involving foreign exchange including the applicable exchange rate will be as per the regulatory guidelines issued by the RBI/Gol/FEDAI and the Bank's decision in this regard will be final and binding.

#### 30. FOREIGN INWARD REMITTANCE

On any remittance made in any Account from outside India, the Customer should, without any notice from the Bank, state the reason/purpose for the same to the Bank, with such proof or evidence as maybe required by the Bank.

## DOORSTEP BANKING SERVICES AND DROP BOX SERVICES

The Customer agrees that availing of Doorstep Banking Services and Drop Box Services is subject to the following terms and conditions as well as the General Business Conditions of the Bank and the rules for conduct of accounts as maybe issued by the Bank, from time to time, as well as the rules and regulations introduced or amended from time to time by the Reserve Bank of India or any other authority. In case of consisting terms and conditions for Doorstep Banking Services and Drop Box Services shall be relevant.

#### 1. General Terms

Doorstep Banking Services maybe offered by the Bank as per the product offering at the relevant time and only to the Customers approved by the Bank as per applicable laws including the existing RBI guidelines. Bank may levy such Charges for these services, as the Bank may at its absolute discretion decide. These Services would be made available to the Customer at his Mailing/Registered Address. Acceptance of any other address for delivery/pick-up requests shall be at Bank's sole discretion ("Mailing/Approved Address"). To avail of these Services, the Customer may convey his request to the

Bank by any Alternate Channels acceptable to the Bank. Notwithstanding anything contained herein, the Bank shall not, nor shall it be obliged or be bound to authenticate the Customer's instructions received over Alternate Channels, mail or courier; or to verify whether the person conveying instructions and using the Customer's PIN/Password/User ID or other identifying details is the Customer or not. Bank may retain record of instructions received from the Customer by Alternate Channels, as the Bank may deem proper.

While the Bank shall use reasonable precautions, these Services are provided on a "no warranty no risk basis". These Services are offered and provided on the express condition that the Bank does not warrant that the Services would be provided at a specified time (whether by the Bank, Delivery Person or otherwise) and the Bank shall not be liable or responsible for any loss arising from any delay or misuse of the Services. Customer agrees that Bank shall have no liability to Customer or any other parties for any costs or damages arising out of Services and Customer further agrees to keep the Bank indemnified in this regard.

These Services maybe provided by the Bank through a courier/messenger/mail and such medium as the Bank may deem fit ("Delivery Person"), except where Bank may have specified a mode or where the Customer may have requested for a specified mode (with or without any additional Charges) then through such specifically specified/requested medium. For the purpose of Identification, Customer shall carefully check the identity card of the Delivery Person.

The Customer maybe required to show or provide copy of any authentication document as specified by the Bank to the Delivery Person. However, Delivery Person is not bound to insist upon or verify the identity of the Customer or verify the signature of the Customer.

## 2. Cash/Draft Delivery

Cash/Drafts within limits as prescribed by the Bank, from time to time, will be delivered at Mailing/Approved Address upon receiving Customer's request. The Customer shall convey to the Bank the cheque number against which the cash/draft is to be delivered to the Customer. On receipt of instructions, Bank will immediately debit the Customer's Account for such amount and then arrange for the delivery of cash/draft.

The Delivery Person is not bound (i) to verify whether the signature on the cheque is that of the Customer, or (ii) to complete the delivery in case of any differences in the amount in words and figures of the cheque amount, or in case the cheque amount is different from the original request of the Customer as received by the Bank. The Customer needs to ensure that the cheque is not post-dated or stale. Additionally, in case of any material alteration in the cheque details the Customer is required to sign in full authorizing the alteration. In the event of any discrepancy on such cheque, the Bank shall still be entitled to honour the debit instructions earlier given by the Customer.

Bank shall not be liable for non-delivery of the cash/draft to the Customer for any reason including but not limited to non-presence of the Customer at the Mailing/Approved Address at the time of delivery. In case of non-delivery of cash/draft, the credit for the same and the Charges shall be processed by the Bank on the same day or on the following working day, at the sole discretion of the Bank and the Bank



shall not be liable for any return of cheques due to delay in credit in the Account.

Physical currency (in cash or other defined form as is excluded) cannot and will not be delivered outside India and shall be subject to such geographical limits as the Bank may impose. Without limiting the Bank's rights, it shall also be subject to such physical presence requirements for NRIs as the Bank may deem fit, for each specific request received.

3. Cash/Cheque Pick-up

Cash within such limits as prescribed by the Bank, from time to time, will be picked up from Mailing/Approved Address upon Customer's request and at the discretion of the Bank.

Upon receiving the instructions from the Customer for Pick-up the Bank will organize the Delivery Person to visit the Mailing/Approved Address. The Customer is required to give the Delivery Person the Cash/Cheque(s) and completed deposit slip. The Delivery Person will issue a temporary receipt acknowledging receipt from the Customer and will thereafter hand over the deposit slip and Cash/Cheque to the authorized officials at the Bank.

The amount of the deposit of cash or cheque will be subject to verification by the Bank and this verified amount shall be final and binding on the Customer. The credit for deposits will be available to the Customer on the following Working Day in case of cash deposits, and in case of cheque deposits after the same has been duly paid by the payee Bank.

The acknowledgement given by the Delivery Person at the time of deposit only represents what the Customer purports to have deposited and will not be binding on the Bank. If there are soiled, mutilated notes in such deposits, the acceptance of such deposits shall be subject to final acceptance and reimbursement by RBI as per the Currency Note Refund Rules. Deposits of foreign currency cash/cheques or any other deposits, which are unacceptable, shall be returned at the Customer's cost, risk and responsibility.

4. Foreign Exchange (Forex) Delivery/Pick-up

Upon Customer's request the Bank may at its discretion, as advised to the Customer, arrange to deliver/pick-up Forex in cash and/or travellers cheques to/from the Customer subject to all existing laws including FEMA, RBI guidelines and such terms that maybe specified by the Bank from time to time. This Service maybe provided to Customers, either through Bank's authorised agents or any independent service provider duly authorized by RBI to function as a money changer.

5. Drop Box Service

Through this Service the local currency cheques and instructions are accepted at drop boxes located at Bank sites. This service is provided only for the convenience of the Customer and he should inquire about the guidelines/terms and conditions for this Service before availing of the same. The instrument deposited in the Drop Box should be executed properly and should be deposited with the deposit slip attached to it. The Bank may refuse (with no liability to the Bank) any credit with respect to any instrument deposited in the Drop Box, and/or reverse entry, when the instrument is incomplete, not properly executed or not supported with adequate proof or documentation as per RBI regulations or is found to be discrepant or inadequate by the Bank. In case of

any dispute in respect of this clause, the decision of the Bank shall be final and binding. Customer undertakes to bear all costs for communication with and by the Bank and indemnify the Bank from any loss or damage suffered by the Bank arising out of Customer's act or omission.

The Bank does not accept any liability for any loss or damage that the Customer or any third party may suffer due to non processing or delayed processing of any instrument or cheque deposited into the Drop Box; or crediting the amount of the instruments in an Account other than the Account intended, due to lack of clarity/overwriting of the Account number on the deposit slip or otherwise.

#### 6. CASH/DEMAND DRAFT/BANKER'S CHEQUE DELIVERY SERVICES

The customer acknowledges and agrees that the Designated Representative for Cash/Demand Draft/Banker's Cheque Delivery Services appointed as per terms of the Service prescribed by Bank will arrange for sending of fax to Bank as per Bank's prescribed format, within prescribed time. The Bank and/or its agency shall wait at the customer location for a maximum of one hour for effecting the delivery of cash/Demand Draft/Banker's Cheque.

Bank shall offer Cash/Demand Draft/Banker's Cheque Delivery Services to Customers and persons availing the Services on the terms and conditions as maybe prescribed by Bank from time to time in connection with the Services. For this purpose, 'Designated Representative' means a person appointed by the Customer/persons availing the Cash/Demand Draft/Banker's Cheque Delivery Services from the Bank for the Customers of the Bank.

The Customer agrees to execute a ll documents that maybe prescribed by Bank from time to time for availing these Services. The Customer acknowledges and agrees that Demand Draft/Bankers' cheque delivery will also be effected only against a cheque for the requested amount made payable to "Yourselves".

The Customer acknowledges that he is aware of the risks attendant to the facsimile instructions and the Bank may (but shall not be obliged tot act on any facsimile instruction even if there is any error/lack of clarity/authority or authenticity and the Bank may treat the sa me as fully authorised and binding on the Customer, AND the receipt of fax instruction from the customer by Bank shall be deemed to be conclusive instructions from Corporate Salary Account Customer of Bank, for the Bank to act upon the same.

The Customer acknowledges and agrees that the Bank shall not be responsible/liable for any loss/damage caused to the customer or its employees who avail of the Services, arising on account of non-delivery/delayed delivery of services in case of any failure of communication equipment at the Bank/Corporate Customer or receipt of illegible instructions through fax or whatsoever reason.

The Customer agrees that Bank shall place complete reliance on all documents/instructions so given by Customer to Bank and that the Bank shall not be required to make any further enquiries into the veracity/authority and competence of the signatories/executants thereof.

The Customer shall give his consent in the format acceptable to Bank on the terms and conditions as prescribed by Bank and furnish the same to the Bank as and when required by Bank.

The furnishing of Consent Letter is a condition precedent for the availing of these Services.

By availing of the Services, the Customer will be deemed to have agreed to and accepted all the above terms and conditions. While the Bank shall use reasonable precautions, the customer acknowledges that these services are provided on a "No Warranty or Risk basis". The Customer agrees that the Bank shall have no liability to Customer or any other parties for any indirect, incidental, punitive or consequential costs, damages or otherwise with respect to the Bank offering these services and the Bank shall not be liable or responsible on account of any misuse of the Services. The Customer agrees to keep the Bank indemnified in this regard.

Customer agrees that in the event of breach of any of the terms by Customer and/or any Agent or Representative, the Customer shall be liable to pay damages and compensation to Bank. The Customer agrees that damages and compensation shall include all direct and indirect damages claims, costs, charges, expenses that maybe caused to or incurred or suffered by the Bank (inclusive those on account of any actions or proceedings by or against the Bank) directly or indirectly consequent to or by reason of the breach.

## SERVICES THROUGH ALTERNATE CHANNELS

The Customer agrees that availing of Services through Alternate Channels is subject to the following terms and conditions as well as the General Business Conditions of the Bank and the rules for conduct of accounts as maybe issued by the Bank from time to time as well as the rules and regulations introduced or amended from time to time by the Reserve Bank of India or any other authority. In case of consisting terms and conditions the terms and conditions for these Services through Alternate Channels shall be relevant.

### 1. Definitions

19.1 Business Hours means the time period for which the Bank is open for business on Working Days and the Business Hours may vary for each branch of the Bank, as maybe notified from time to time.

19.2 Cash/Demand Draft/Banker's Cheque Services" includes cash delivery service, cash pick-up, cheque and documents pick-up/delivery or any other Services offered by Bank at its sole discretion to Customer maintaining Salary Account with Bank and/or persons availing these Services from the Bank for Customers of the Bank.

19.3 "Electronic Banking" means all banking transactions and facilities availed of by the Customer over any Alternate Channels.

### 2. General

Services through Alternate Channels are provided by the Bank at its discretion and only as a convenience to the Customer. The Customer may avail the Service at his own risk. In addition to Terms, Customer shall comply with the guidelines for the use, access and operation of the Services through Alternate Channels as maybe issued by the Bank from time to time. Services through Alternate Channels will only be available for

customers of a Joint Account, of the operational instructions of this Account is several.

3. Customer Identification and Authentication

Electronic Banking is permitted only after authentication of the Customer by means of Password/PIN/User ID or other identifiers of the Customer as issued by the Bank. The Customer hereby grants express authority to the Bank for carrying out any transaction received by the Bank through Alternate Channels (using his Password/PIN/User ID, post-authentication and the same will be deemed to have emanated from such Customer. The Bank shall have no obligation to verify the authenticity of any transaction request received through Alternate Channels or purporting to have been sent by the Customer other than by means of verification of the Password/PIN/User ID. The Bank will not be liable for acting in good faith on such instructions.

If the Bank believes that an instruction over Alternate Channels may not have been properly authorised by Customer, the Bank may after making reasonable efforts to check whether it was properly authorised, refuse to carry out such instruction or to take steps to reverse any action taken on the basis of that instruction. The Bank may, at its sole discretion, decide not to carry out any instruction/s through Alternate Channels where the Bank has reason to believe that the instruction/s is/are not genuine or otherwise improper or unclear or raise a doubt. Bank will not be responsible for any loss to Customer/third party that results from such refusal to carry out instructions or reversal.

4. Communication to the Customer via Fax

At the Customer's request, the Bank may send the Customer by facsimile ("Fax") (at a fax number given by the Customer) financial information (sought by the Customer) regarding the Customer's Account(s) which maybe of a private and confidential nature and the Customer shall not hold the Bank liable in any manner whatsoever, should such information come to the knowledge of any third party.

5. Instructions through Fax

The Customer may send the written and signed instructions via Fax. The Bank may act upon these instructions at its own discretion. It is the responsibility of the Customer to ensure that the fax instructions shall be followed by the hard copy of the communication.

The Customer acknowledges that the Fax is not a secure medium and before sending the Fax, the Customer should ensure that the Fax is being sent to the correct number and call at the Bank to verify that the Fax has reached the intended recipient. The Customer also acknowledges that he shall send instructions via Fax at his own risk and the Bank shall not be liable for any loss or damage suffered by the Customer by use of the Fax.

6. Record of Transactions

Only the Bank's own record of transactions over Alternate Channels maintained through computer systems or otherwise shall be accepted by the Bank as conclusive and shall be binding on the Bank and the Customer for all purposes and the Customer recognizes, undertakes and agrees to accept such record of the Bank without demur or protest.

Due to inherent features of some of Alternate Channels, the Customer maybe able to take out a print of the transaction attempted to be effected by the Customer over Alternate Channels. However, only the record maintained by the Bank shall prevail. The Customer unconditionally acknowledges and agrees not to contest any transaction carried out or not carried out by the Bank upon requesting for the same over Alternate Channels.

7. Password(s)/PIN/Access

The Customer will be allotted Passwords/PIN/Card and/or User ID by the Bank to avail of any of the Services through Alternate Channels. The Customer shall receive the same in a tamper-proof sealed envelope ("Mailer"). The Customer shall ensure that the Mailer is received without any tampering, and if not the Customer shall forth with inform the Bank immediately in writing or by phone.

Customer's access to Services through Electronic Banking will be disabled if wrong Password/PIN is entered successively three times (or number of attempts as decided by the Bank from time to time). In such an event the Bank may automatically re-activate access after a specified interval. The Bank may decide to disable Password/PIN/User ID in case the Services are not used for a continuous period as specified by the Bank. The Customer may also request for temporary disabling of access. To re-activate access to Services through Alternate Channels, the Customer must Intimate the Bank by way of a letter, phone or such other mode as maybe prescribed by the Bank, providing certain details as maybe required or prescribed by the Bank and the information so sent shall be deemed to be correct.

8. Security and Confidentiality of Password/PIN/User ID

Customer agrees and acknowledges that he shall be solely responsible for maintaining secrecy of his Account details and Password/PIN. Customer must comply with any other requirements designed to protect the security of his use of the Alternate Channels, which are set out in the guidelines or notified to Customer, from time to time.

To ensure that the Customer alone is able to access and give instructions through Alternate Channels, he must at all times comply with the following security procedures. (i) Customer shall change his Password/PIN regularly or if so required by the Bank; (ii) not choose a Password/PIN, which he has used before or which is likely to be guessed by anyone; (iii) to safeguard his Password/PIN at all times and not to disclose any details of his Password/ PIN to anyone else (Including to Joint Account Holder or a member of the Bank staff); (iv) not record Passwords/PIN in a way whereby it will be legible or accessible to any third party; (v) preferably memorize Passwords/PIN and then destroy any record of it; (vi) not allow anyone to operate the Services through Alternate Channels on his behalf; (vii) not leave any system unattended while he is logged onto the Alternate Channels and each time he goes away from such system to log out from Alternate Channels; (viii) not access the Alternate Channels from any equipment or device connected to a local area network (or LAN), such as an office environment. Without first ensuring that no one else is able to observe or copy his Passwords/PIN. The Customer shall indemnify the Bank if any loss is suffered by the Bank due to any failure on his part to comply with the above security procedures.

If Customer discovers or suspects that his Password/PIN or any part of them are known to someone else, he must immediately change the Password/PIN himself through the Alternate Channels. If this is not possible, Customer must notify the Bank immediately at the Bank branch during Business Hours or through the phone. The Bank may suspend use of the Services through Alternate Channels until new Password/PIN have been set up.

Any transaction done prior to such a notification shall be entirely at Customer's risk and cost.

Loss of Password/PIN/User ID: If the Customer forgets or loses the Password/PIN, he shall inform the Bank in the manner prescribed by the Bank, who shall at its sole discretion arrange to regenerate and send a new Password/PIN to the Customer.

9. Liability of the Customer/Rights of the Bank

9.1 The Bank may apply such technology as it deems fit to ensure the security of and prevent unauthorised access to the Internet Banking Services. The Bank shall endeavor to use the best technology, but the Customer understands that due to the nature of technology, it may not be possible to keep the system foolproof and tamperproof at all times.

9.2 The Customer acknowledges and unconditionally accepts and agrees that in no way shall the Bank be held responsible if the Customer incurs a loss as a result of technical snags or misuse/unauthorised use of the Internet Banking Services and/or Passwords or as a result of information being disclosed by the Bank regarding his Bank Account/s to any person or carrying out the transaction or instruction received by way of the Internet Banking Services by use of Passwords. If the Customer fails to observe the security and Confidentiality requirements he may incur liability for unauthorised use. The Bank does not assume any responsibility on this behalf under any circumstances.

9.3 The Customer further agrees and acknowledges that the Bank shall not be responsible for any loss or damage (whether direct or indirect), howsoever caused, as a result of an computer viruses, trojan horses, worms, logic software or other bomb or similar programs or routines.

9.4 The Customer shall indemnify the Bank promptly upon written demand by the Bank and keep the Bank indemnified against any liabilities, damages, costs, expenses, claims or demands or loss which may be incurred by the Bank as a consequence of any breach by the Customer of the terms of this Agreement.

9.5 The additional service of the Bank providing Internet Banking Fraud Insurance policy to the Customer in respect of Internet Banking transactions, is subject to the terms and conditions mentioned herein:-

- a) The Bank shall at its own cost take out an insurance for the Internet Banking transactions within the geographical limit and subject to the terms and conditions and to the limit as more particularly set out in the Policy.

- b) The Customer shall immediately report the any fraudulent transactions on his account, which fraudulent transaction is carried out through the Internet Banking, to the Bank by calling the 24-hour Phone Banking number in his city immediately on such loss. The Bank will forthwith deactivate the Customer's User ID immediately to prevent further misuse.
- c) The Customer is responsible for the security of the Password(s) and shall take all steps to ensure the safekeeping thereof, as provided herein. If the Internet Banking Password(s) are compromised, the Customer must file a First Information Report ("FIR") with the local police station and send a copy of the same to the local Bank branch immediately with a covering letter informing the Bank about the same.

9.6 The Customer shall then send the following documents to the Bank:

- a) FIR Report duly acknowledged by an police officer;
- b) Letter giving details of the loss/disputed transactions.
- c) All other documents as required by the Bank and to the satisfaction of the Bank.

9.7 The Bank will give a provisional credit to the Customer with a hold marked for the disputed amount within 5 days of submission of the required documents as above.

9.8 The liability per transaction shall be restricted to the maximum of Rs. 25,000 subject to a maximum of Rs. 1,00,000 per account.

9.9 On receipt of communication from the Customer of any direct monetary loss ("Loss") along with requisite documents, prior to reporting of the Loss, the Bank is authorised to conduct its own investigation in respect of such fraudulent transaction(s). If such investigation reveals any direct or indirect involvement of the Customer his family members/relatives or his employees, the Bank is authorised to take appropriate action against the Customer in addition to refusing to give benefit of such policy to the Customer.  
The provisional credit will stand final only post the investigations. The findings of the Bank's investigation shall be final and binding on the Customer.

9.10 The Customer cannot close the account until such time that the till the hold funds for the said account are released by the Bank.

9.11 It is however hereby clarified that the Customer will get benefit of this Internet Banking Fraud Insurance policy only if:

- a) the transaction Account is in good standing
- b) no more than two unauthorised events have happened during the last 12 months, prior to such reporting of Loss and
- c) the Customer shows that he was not negligent in safeguarding the Internet Banking password(s).

The liability of the Bank under the Internet Banking Fraud Insurance Policy shall however be subject to general exclusions as mentioned in Clause 9 herein and the Customer will not be entitled to get any benefit under the Internet Banking Loss Policy if the loss is due to any reason as mentioned in Clause 9.

#### 10. Processing of Transactions

Time for processing of transactions through the Alternate Channels may vary depending on whether they are processed manually or electronically or whether they can be updated immediately or whether they are processed after the close of Business Hours. For stop Payment Instructions and other urgent/important request, the Customer should follow up with the Bank and ensure that the same are physically recorded/carried out by the Bank.

Once Customer has given an instruction through the Alternate Channels, Customer will not be able to reverse it. Bank is under no obligation to reverse an instruction Customer has given; or to accept an instruction that is conditional or reversible or which requires Bank to pay a third party sooner than it would have been able to pay following normal banking practices. Bank may at its discretion try to reverse entry to the extent that this is possible under the rules and practices of the banking system at a cost to the Customer.

Customer hereby confirms and acknowledges that payments through electronic transfer of funds are subject to Sec. 40A (3) of the Income Tax Act, 1961.

The financial information available by means of the Service through Alternate Channels is for reference purposes only. Account information available through this Service will not reflect transactions that maybe in the Bank's hands but which have not been processed or which still have to be verified for payment. The Bank shall not be liable for any loss incurred or damage suffered by the Customer or third party by reason or in consequence of any such financial information.

The Bank shall endeavour to effect fund transfer and payment transactions received through the Alternate Channels provided there are sufficient funds available in Customer's Account(s) and the Bank shall not be liable for any omission to make any of these payments or for late payments due to circumstances beyond the reasonable control of the Bank.

#### 11. Limits

The Bank will, at its sole option, set and reset, minimum and maximum limits for any transaction that maybe carried out by the Customer over Alternate Channels or otherwise and any such limits would be subject to the availability of balance in the Account. Such limits maybe based on parameters as maybe prescribed by the Bank, from time to time.

Daily minimum/maximum transaction limits shall apply to all ATMs and may vary between different ATMs belonging to different banks' networks, country to country and from time to time. The Bank would not be responsible for any loss or inconvenience that the Customer may suffer due to lack of uniformity in these limits for transactions through different ATMs/networks.

#### 12. Access to Services through Alternate Channels

Access to Services through Alternate Channels shall be made available at the Customer's request and at the Bank's discretion. All Accounts linked to the Customer's CID maybe



accessible through Alternate Channels, subject to Bank's rules. However, the nature of transactions available on each Account that is accessible will depend on the Customer's Operating Mandate on that Account. In case of non-individual Customers, access will be provided based on the Customer's request to those individuals who are so authorized by the Customer's appropriate governing body.

13. Sufficiency of Funds

The Customer agrees not to attempt to withdraw any cash from his Account using the Alternate Channels unless sufficient funds are available in his Account. The onus of ensuring adequate Account balances is entirely on the Customer. In the event any attempt is made to violate the limit the Bank may withdraw the Services through Alternate Channels to the Customer or take such other steps as the Bank may deem fit.

14. Software and Hardware

The Customer shall at its cost, procure, maintain and update/upgrade all such software and computer and communication systems, as applicable, from time to time, to avail and use the Services through Alternate Channels which are compatible with the Bank's system. The Bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and shall be under no obligation to support the software, hardware, operating systems of the Customer and that the same shall be the sole responsibility of the Customer.

15. Intellectual Property

The Customer acknowledges and agrees that all the intellectual property rights in the software underlying any of the Services as well as other software which is required for availing Services accessing Account through Alternate Channels are the legal property of the Bank or the respective vendors. The permission given by the Bank to access the Bank Accounts and utilize the Banking Services shall not convey any proprietary or ownership rights in the intellectual property of the software. The Customer shall not attempt to modify, translate, disassemble, decompile or reverse engineer the above-mentioned software or copy the source code of the software or create any derivative product based on the software.

16. Alerts

The Bank may offer the facility of Alerts to all or any of the Customers 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 Alerts.

17. Phone Banking Services

The Bank may offer, from time to time, various facilities under this service either through staff assistance or by dialing in choices on an automated phone banking system. For security purposes and to protect Customers and its staff and also to help resolve disputes, if any, Bank may at its discretion tape or record telephonic conversations between

Customer and the Bank, keep record of it, as also Customer instructions and listen to the same, and Customer accords his consent for the above.

18. Internet Banking Services

The Bank will take reasonably practicable steps to ensure that systems used by it for providing Internet Banking Services contain adequate security safeguards; control and manage the risks in operating such systems, taking into account any applicable law, rules, regulations, guidelines, circulars, codes of conduct and also prevailing market practices. Customer is aware of the risks, responsibilities and liabilities involved in Internet banking and has after due consideration availed of the same. Customer represents and warrants that he has a complete working knowledge of computers/electronic machinery, email and the internet which will enable Customers to avail the Internet Banking.

19. Incomplete Transactions

Payment Instruction for effecting transfer of funds maybe in respect of transaction undertaken by the Customer and which may not materialize or get completed by acts or omissions of the persons in whose favour such Payment Instructions have been effected. The Bank shall not be responsible and/or liable or in anyway involved in such transaction of the Customer not materialising or getting completed.

Any transaction for transfer of funds as per the instructions of the Customer may not materialize or get completed for any reason whatsoever and for such non-materialisation and/or non-completion of the transaction the Bank shall in no way be responsible.

The Customer understands that the Bank is only providing Services of transfer of funds pursuant to Customer's instructions.

20 Protecting Against Viruses:

Customer must take all reasonably practicable measures to ensure that Customer's system or any computer or other equipment or device from which Customer accesses the Internet Banking is free of any computer virus or similar software/device including, without limitation, devices commonly known as software bombs, Trojan horses and worms ("UViruses") and is adequately maintained and secured in every way. Though the Bank will take steps to prevent introduction of virus and other such destructive materials on the Bank's website, it does not represent, warrant or guarantee that the Bank's website or the Content downloaded from the Bank's website or linked websites do not contain such virus or destructive materials. Bank is not liable for any damage or harm attributable to such virus or destructive materials. The Bank does not warrant that the Bank's website or functions thereof will be uninterrupted or free of any error or defect.

21. Limitation of Liability for Services through Alternate Channels:

Bank will not be liable for any loss or damage, whether direct, indirect, consequential, remote or special, that maybe suffered by the Customer as a result of making/not making the Internet Banking Service available to Customer. Following are the illustrative list (but not exhaustive) of circumstances in which Bank shall NOT be liable to Customer: when such loss or

damage arises out of Force Majeure or Technical Snags; any incompatibility between Customer's system and the Bank's system; any misuse of Customer's system by Customer or anyone else; any access to information about Customer's Accounts which is obtained by a third party as a result of Customer using the Internet Banking; use by any third party of Customer's Password/PIN; loss/distortion/corruption/delay of any data, information or message during transmission or otherwise; any loss/delay, interruption in any such data, information or message, or if access to the Accounts is not available in the desired manner due to circumstances beyond Bank's control; unavailability of Alternate Channel Services during the Business Hours.

## DEBIT-CUM-ATM CARDS SERVICES

The Customer agrees that availing of Debit-Cum-ATM Cards Services is subject to the following terms and conditions as well as the General Business Conditions of the Bank and the rules for conduct of accounts as maybe issued by the Bank, from time to time, as well as the rules and regulations introduced or amended from time to time by the Reserve Bank of India or any other authority. In case of consisting terms and conditions the terms and conditions for Debit-Cum-ATM Cards Services shall be relevant.

### 1. GENERAL

Reference to masculine gender herein would include the feminine gender.

### 2. DEFINITIONS

"Account Holder" is a person who holds a savings account or current account or any other type of account with the Bank.

"Accountable Branch" refers to any Branch of the Bank where the Customer's account is maintained and any other branch as nominated by the Bank.

"Authorized Dealer" refers to a person or offshore banking unit authorized to deal in foreign exchange or foreign securities as defined in Section 2 © of FEMA

"Card" refers to the Deutsche Bank AG Debit-cum-ATM Card issued to the Cardholder including Classic & Gold Debit Cards offered by the Bank and any other variation as maybe introduced by the Bank, from time to time

"Cardholder" refers to a customer of the Bank to whom the Card has been issued or any such person authorized by the customer of the Bank to utilize the Card to whom the Bank has issued a Card and who is authorised to hold and use the Card.

"Card Account" means any savings account and/or current account and/or any other type of account so designated by the Bank (except the cash credit/loan accounts) to be eligible account(s) for operations through the use of the Card, whether designated simultaneously with issuance of the Card or done so later.

"NCASST" means Customer Activated Sales and Service Terminals (also called "Touch Access Banking Terminals") whether in India or overseas, whether of the Bank or a shared network at which, amongst other things, the Cardholder can

use his Card to access his Card Account(s) and do transactions on his Card Account(s).

"Depository" means any machine/device whether in India or overseas, whether of the Bank or a shared network, at which, amongst other things, the Cardholder can use his Card to access his Card Account(s) and deposit funds in his Card Account(s).

"EDC" means any Electronic Data Capture terminals, printers, other peripherals and accessories including PIN pads and necessary software to run the devices, whether in India or overseas, whether of the Bank or a shared network at which, amongst other things, the Cardholder can use his funds in his Card Account(s) held with the Bank across the country to process the transaction at a Merchant Establishment.

"EXIM" refers to the Export Import Policy of India, as stipulated by the Reserve Bank of India, including all amendments from time to time. "International Transactions" refers to Transactions entered into by the Cardholder on his Card outside India, Nepal and Bhutan.

"Lost/Stolen Card Insurance" refers to the additional service of providing insurance by the Bank to the Card holder in respect of stolen or lost cards, subject to the terms and conditions mentioned in Clause 12 herein.

"Lost/Stolen Card Insurance Policy refers to the Policy to be taken out by the Bank with a reputed insurance company in respect of lost or Stolen Card and as more particularly stated in Clause 12 herein.

"Participating ATMs" (PA) include Automated Teller Machines (ATMs) of the Bank and ATMs belonging to other Banks (OB) that are participating in shared payment network of VISA Card International and display the "-----" service mark, at which the Cardholder can use the Card to access his funds in his Card Account(s).

"Participating merchant Establishments" (PME) shall mean establishments that are a part of VISA Card International shared payment network and display "-----" service mark (print logo) to honour the Card on the "-----" Terminal (Terminal) for performing the transaction and shall include among others, stores, shops, restaurants, hotels, airlines and other organisations advertised as honouring the Card.

"PIN" means the Personal Identification Number allocated to the Cardholder by the Bank or chosen by the Cardholder/Bank from time to time, in relation to the Card.

"POS" means Point of Sale Terminal.

"Primary Account" means one of the accounts, as described above, which will be debited for transactions done at Merchant Establishments or VISA/PLUS ATM locations.

"Program" refers to the Deutsche Bank Gold Debit Card Rewards Program as stated in detail in Clause 17 herein.

"Points" refers to Reward/Loyalty Points awarded under the program.

"Sank" refers to Deutsche Bank AG and all its branch offices and includes its successors and assignees.

"Sales Slip" refers to a slip generated at the VISA Terminal or by the participating Merchant Establishment reflecting the value of Transaction/s by the Cardholder on PAIPME/Terminal which is to be retained by the Cardholder.

"Terminal" includes all software, peripherals and accessories at the location of participating Merchant Establishment required to run the devices for processing the transactions of the Cardholder and includes Electronic Data Capture (EDC) terminals, VISA Terminal, printers, Personal Identification Number (PIN) pads.

"Transaction" means any instruction given by a Cardholder to the Bank using the Card directly or indirectly on the PA and Terminal to effect the transaction by accessing the Card Account.

"VISA" shall mean a mark owned by VISA International.

"VISA Electron" shall mean a mark owned by VISA International.

"VISA/PLUS ATM Network" shall mean ATMs located at various places in India and overseas which honour the Card and displaying the VISA/PLUS or VISA Electron symbols.

### 3. APPLICABILITY :

- 3.1 The issue and usage of the Card shall be subject to the Reserve Bank of India ("RBI") regulations in force from time to time, Exchange Control regulations of the RBI, FEMA, all the rules and regulations framed under FEMA, notifications/circulars issued and any other corresponding enactment in force from time to time. The Card can be used in India and abroad, but cannot be used in Nepal and/or Bhutan for drawal of foreign currency. Further, the Card is not valid for payment in foreign exchange at Merchant Establishments in India, Nepal and Bhutan, i.e., while using the card in Nepal or Bhutan the currency of the transactions should be the local currency of those countries or in Indian rupees. Cardholder shall be liable for action under FEMA and other corresponding regulations in the event of non-compliance of the same.
- 3.2 The Cardholder maybe debarred from holding the internationally valid Debit-Cum-ATM Card, either at the instance of the Bank or RBI in the event of default or non-compliance of any terms and conditions or any rules or regulations.
- 3.3 The Card maybe used, by Cardholders going abroad, within the foreign exchange entitlements as stipulated by RBI from time to time, for all bonafide personal expenses for personal use, provided the total exchange drawn during the trip abroad does not exceed the entitlement. Import of goods so purchased abroad into India

would be governed by the baggage rules/EXIM policy in force.

- 3.4 The Cardholder should endorse his passport for availing foreign exchange under Basic Travel Quota (BTQ). The entitlement of exchange should be ascertained (prior to the trip) from the Authorised Dealer/Authorised Dealer branches of the Bank through whom the reimbursement is being validated. The Card cannot be used for effecting remittances for which the release of exchange is not permissible under the extant/prevaling regulations.
- 3.5 The Cardholder may, if he so desires, draw foreign exchange against the Card in the form of foreign currency notes/travellers cheques to the extent of the entitlement from an Authorized Dealer/full fledged money changer. Sale of such foreign currency notes/travellers cheques out of entitlement would be governed by the extant regulations and would be subject to the applicable ceilings. Exchange withdrawn from an authorized dealer of foreign exchange during the calendar year, in the form of foreign currency notes/travellers cheques should be endorsed on the passport.
- 3.6 The Card cannot be used for effecting remittances for the purposes for which the release of exchange is not permitted under the extant regulations such as subscription to (a) magazines which are on the prescribed/banned list; (b) pools, sweepstakes, lotteries, etc. (c) Internet sites selling products/services for which release of foreign exchange is not permitted. The Bank reserves the right to report such violations to the regional office of the exchange control department giving full details. In such an event of violation, the Cardholder's right to use the Card shall be determined forthwith.
- 3.7 Under no circumstances should the payment of the Card bill/dues be delayed or refused on the grounds of the Cardholder having exceeded the entitlement. There will be no obligation on the Bank to make a claim or demand for payment on a Cardholder for such exceeded entitlement and non-payment shall render the Cardholder liable to risk of withdrawal of his card membership.
- 3.8 In case the Card is cancelled, whether on account of noncompliance with exchange control regulations issued by the RBI and as amended from time to time or otherwise, the Bank will not be responsible for any attempted usage of the Card whether in India or abroad, resulting in the Card being dishonoured.
- 3.9 The onus of ensuring compliance with FEMA, or amendments thereof, all the rules and regulations, notifications issued thereunder, exchange control manual, prevailing baggage rules and EXIM policy in force, rests solely with the Cardholder.
- 3.10 The Cardholder accepts full responsibility for wrongful use thereof by him in contravention of these Rules and Regulations and undertakes to indemnify the Bank to make good any loss, damage, interest, conversion, any

other financial costs, charges or expenses that the Bank may incur and/or suffer on account of the Cardholder.

4. BENEFITS OF CARD:

4.1 The Cardholder can make payments at permitted PME and ascertain information about his Card Account balance through the use of the Card at ATMs/POS devices. The equivalent in the currency in which the Card Account is held, along with processing charges, conversion charges/fees, if any, charged as per VISA regulations for such transactions shall be debited to the Cardholder's Card Account. The Card is valid for use at ATMs and Merchant Establishments in India and abroad within the VISA Electron Service.

The Bank reserves the right to change the types of transactions supported after due notice to the Cardholder. The Card is valid up to the last working day of the month indicated on the Card.

5. ACCEPTABILITY :

5.1 The Card shall be acceptable only for Transactions as permitted by the Bank from time to time in India and abroad at the PA and Terminal as well as other payment methods as designated by the Bank from time to time.

6. PROPERTY:

6.1 The Card is the property of the Bank and must be returned to an authorized person of the Bank, without demur on request. The Cardholder shall ensure the identity of the authorized person of the Bank is established before handing over the Card. The Card is not transferable. The Cardholder shall return the Card to the Bank for cancellation, in the event the Services are no longer required by the Cardholder or if the Services are withdrawn by the Bank for any reason whatsoever. The Bank may, in its absolute discretion, issue a replacement Card or PIN or both on the same terms and conditions or such other terms and conditions as the Bank may deem fit. The Cardholder shall destroy the Card when it expires by cutting it into halves diagonally. The Bank shall send the renewed Card to the Cardholder before the expiry of the Card. In case of closure of all accounts maintained by the Cardholder, the Cardholder is obliged to return the Card immediately. Cards for nominee must also be returned immediately after all accounts of the Account Holder have been closed. Subject to the foregoing provisions, the Cardholder will not hold the Bank liable in case of improper/fraudulent/unauthorised/duplicate/erroneous use of the Card and/or the PIN, through the Card falling in the hands of any third party or through the PIN coming to the knowledge of any third party, except in respect of and to the extent of the liability covered under Lost/Stolen Card Insurance Policy as mentioned in detail in Clause 12 and subject to the terms of the policy and the terms mentioned herein.

7. OBLIGATIONS OF CARDHOLDER:

7.1 The Cardholder will be responsible for all facilities granted by the Bank in respect of the Card and for all related charges. The Cardholder will sign the Card immediately upon receipt and keep it in a safe place and shall under no

circumstances whatsoever, allow the Card to be used by any other individual.

- 7.2 The Cardholder shall notify the Bank immediately after becoming aware: of the loss or theft or copying of the Card or the means which enable it to be used; of the recording on the Cardholder's Card Account of any unauthorised transaction; of any error or other irregularity in the maintaining of that Card Account by the Bank.
- 7.3 The Cardholder shall immediately file First Information Report (FIR) on the Card getting lost or stolen with a local police and send a copy of the same to the Bank with a covering letter informing the Bank about the same.
- 7.4 The Cardholder shall not countermand/cancel the Transaction once the same is placed by him by using the Card.
- 7.5 The Cardholder agrees that he will be allowed to withdraw cash/purchase good or services, of only a certain amount, per calendar day as announced from time to time, irrespective of the credit balance in the Card Account.
- 7.6 The Cardholder agrees not to attempt to withdraw/purchase using the Card unless sufficient funds are available in the Card Account. The onus of ensuring adequate balance in the Card Account is entirely on him. In the event of the Card Account getting overdrawn, he will have to rectify the account balance position immediately with charges and penal interest levied by the Bank, from time to time. These charges will be determined by the Bank and will be announced from time to time.
- 7.7 In case the Card Account of the Cardholder is overdrawn due to Transactions, the Bank reserves the right to set-off this amount against any credit lying in any of the Cardholder's other accounts held jointly or singly without giving any notice and the Cardholder hereby specifically authorises the Bank to do so.
- 7.8 Nothing in these terms and conditions shall affect the Bank's right to set-off, transfer and application of monies at law or pursuant to any other agreement from, time to time, subsisting between the Bank and the Cardholder.
- 7.9 When requested by the Bank, the Cardholder shall provide all information, records or certificates relating to all or any matters in relation to his Card Account.
- 7.10 The PIN should never be disclosed to any person, including the staff of the Bank as well as other banks whose ATMs are termed as Participating ATMs, officials of PME or written down under any circumstances whatsoever, in any form that would be intelligible or otherwise accessible to any third party, if access is gained to such record either honestly or dishonestly.



7.11 The Cardholder accepts that at his request and risk the Bank has agreed to provide him the facility of carrying out Transactions by using the Card apart from any written Standing Instructions now given or that may hereafter be given to the Bank.

7.12 The Cardholder shall not hold the Bank accountable on account of the Bank acting in good faith, in the normal course of business, on the Cardholder's instructions.

7.13 In following such instructions, the Bank will be doing so on a best effort basis and the Bank shall in no way be liable/held responsible on account of delay or inability to act immediately or at all on any of the Cardholder's instructions.

7.14 The obligations with respect to the Card Accounts hereunder are payable solely at the Bank branch at which the account or deposit was opened and are subject to the local laws (including, without limitation, any governmental acts, orders, decrees and regulations, including fiscal and exchange control regulations). The Bank shall not be liable for non-availability of the funds credited to the Card Accounts due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife or other similar causes beyond the Bank's control, in which circumstance no other branch, subsidiary or affiliate of the Bank shall be responsible thereof.

8. FINANCIAL RESPONSIBILITY:

8.1 The Cardholder will be responsible for all facilities granted by the Bank and for payment of all related charges and shall act in good faith in relation to all dealings in respect of the Card with the Bank. Any instruction given by means of the Card shall be irrevocable. The Cardholder shall, in all circumstances, accept full responsibility for the use of the Card, whether or not processed with his knowledge or his authority, expressed or implied. The Cardholder authorizes the Bank to debit his Primary Account(s) with the amount of any withdrawal or transfer or carry out any such instructions that maybe received by the use of the Card in accordance with the Bank's record of Transactions.

8.2 Any obligations arising out of the use of the Debit-Cum-ATM Card facility shall not be transferable by the Account Holder or the Cardholder to any others.

9. GENERAL TERMS RELATING TO ATMs, POS TERMINAL AND OTHER PAYMENT METHODS:

9.1 MULTIPLE ACCOUNTS:

(a) The Cardholder agrees that in case he has multiple accounts with the Bank, the Bank will decide the number of Card Accounts, which will have the Card facility on them.

(b) In case of Cards linked to multiple Accounts, transactions at shared networks and Merchant Establishments will be affected only on the Primary Account. In case there are no funds in this account, the Bank will not honour the Transactions, even if

there are funds available in the other Card Accounts linked to the same Card.

- (c) The Bank will debit the Card Accounts for the value of all purchases of goods or services, cash, fees, charges and payments payable by the use of the Card. All Transactions will be reflected in the Account Statement relating to the Card Account(s). Such Statements shall be mailed to the Cardholder every quarter to the mailing address last notified in writing to the Bank.
- (d) The Cardholder agrees that the Bank's record of Transactions pertaining to his account(s) is conclusive and authentic which will be binding on him.

## 9.2 ATM, POS AND OTHER PAYMENT METHOD USAGE:

- (a) The Card is operable with the help of the confidential PIN at ATM locations. All Transactions conducted with use of the PIN will be the Cardholder's responsibility.
- (b) The PIN shall be delivered in a sealed envelope to the Cardholder during Card issuance and the Cardholder shall ensure that the same is received in a sealed envelope.
- (c) The PIN must not be noted on the Card and must not be kept together with the Card.
- (d) The Cardholder may select his own PIN (any 4-digit number) if he would like to change it, depending on the availability of such facility. In such a case, the Cardholder should not select a PIN that is easily identified with him, e.g. his birth date, car registration number, or repeated numbers, etc.
- (e) Any such disclosure or inadequate protection of the Confidentiality of the PIN is entirely at the Cardholder's risk. All Transactions conducted with use of the PIN will be the Cardholder's responsibility and he will abide by the record of the Transaction as generated.
- (f) If the Cardholder forgets the Card PIN, he should request the Bank in writing for change of the PIN, where after the Bank shall communicate new PIN to the Cardholder. However, the Account Holder shall continue to be responsible for the Transactions made using the old PIN until a new PIN is given effect to in the Bank's records and computer systems.
- (g) The Bank will normally debit the account of the Cardholder for a transaction within 30 days.
- (h) The value of Transactions on PA/Terminal and all related charges effected by issue or usage of Card as announced from time to time will be debited to the Cardholder's Card Account immediately. Adjustments if any, regarding the Transaction will be effected after verification by the Bank. Transactions are deemed authorised and completed once the receipt is

generated at the PA/Terminal. The Cardholder must sign and retain a copy of the Sales Slip generated at the VISA Terminal.

The Cardholder must retain such receipts and reconcile with his Account statements. In case the Cardholder has any dispute in respect of any charge or Transaction indicated in the statement furnished by the Bank, the Cardholder shall advise details to the Bank within 15 days of the statement date, failing which, it will be construed that all charges are acceptable and in order. The Bank's record for Transactions processed at the PA/Terminal shall be conclusive and binding for all purposes.

- (i) The Card should not be used for any purpose which is not allowed under FEMA as amended from time to time, Exchange Control Manual or any rules, regulation, notifications issued thereunder.
- (j) The Bank will not accept responsibility for any dealings the Cardholder may have with any of the member Banks participating in the shared payment network of VISA Card for usage of Card on the Participating AITMs/Terminals, including, but not limited to the supply of goods and/or services. The type of Transactions offered on such ATMs may differ from those offered on the Bank's own network. The Bank will only support the minimum Transaction set that will be offered at the ATMs belonging to other networks. The Bank reserves the right to change the Transaction set without any notice to the Cardholder.
- (k) There will be separate service charges levied for such facilities that will be announced by the Bank from time to time and deducted from the Cardholder's Card Account. In the situation that the Card Account does not have sufficient funds to deduct such fees, the Bank reserves the right to deny such transactions. The decision of the Bank is binding on the Cardholder.
- (l) Should the Cardholder have any complaints concerning any participating ATM network establishment or Merchant Establishment, the matter should be resolved by the Cardholder with the establishment and failure to do so will not relieve him from any obligations to the Bank. However, the Cardholder should notify the Bank of this complaint immediately.
- (m) The Card is for electronic use only on the Participating ATMs/Terminals and should not be used for paying arrangement before completion of Transaction like during hotel check in, mail order purchases, subscription to foreign magazines/periodicals, phone order purchases, etc., and any such usage will be considered as unauthorised and the Cardholder will be solely responsible.
- (n) Further, no cash transaction, i.e., cash withdrawal or deposit will be allowed at the PME/merchant establishment.

- (o) The Bank accepts no responsibility for any surcharge levied by the PME and debited to the Cardholder's account with the Transaction amount.
- (p) All refunds and adjustments due to any Terminal error or failure in communication link will be processed manually and credited after due verification. The Cardholder agrees that any debits received pending such refusal/adjustment will be honoured based only on the available balance in the Card Accounts, without considering this refund.
- (q) All Cash/Cheque deposits can be made only at the Bank ATMs. For all cash/cheque deposit Transactions, cheque book requests, account statement request made by usage of cards at the Bank's ATM and Terminals, the Cardholder agrees that such deposits, requests, will be subject to verification by two officials of the Bank and such verification will be binding on the Cardholder. The same will be processed normally on the next working day. For all cash/cheque deposit Transactions at the ATM, the Cardholder agrees that the ATM will produce a receipt and that no other receipt will be issued.
- (r) The Bank may, at its discretion, decide not to carry out any such instructions where it has reason to believe that the instructions are not genuine or are unclear or are such as to raise a doubt or are otherwise improper and cannot be put into effect for whatsoever reasons.
- (s) Should any instruction given by the Cardholder be capable of being executed by the Bank in more ways than one, the Bank may execute the said instruction in anyone of the said ways, at its sole discretion.
- (t) The Card will normally be honoured by all electronic Merchant Establishments in India and abroad, which display the VISA Electron logo.
- (u) Card promotional material or VISA symbol displayed on any premises is not a warranty that all goods and services available at those premises can be purchased with the Card.
- (v) The Card will be honoured only when it carries the signature of the Cardholder.
- (w) Transactions are deemed authorised and completed once the EDC terminal generates a Sales Slip. The amount of the Transaction is debited immediately from the Primary Account linked to the Card. The Cardholder should ensure that the Card is used only once at the merchant location for every purchase.
- (x) The Bank at an additional charge may furnish copies of the Sales Slip. Any Sales Slip not personally signed by the Cardholder, but which can be proved, as being authorised by the Cardholder, will than be the Cardholder's liability.

- (y) Any charge or other payment requisition received from a PME by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the PME in the amount and by the Cardholder referred to in that charge or other requisition, as the case maybe, by the use of the Card, except where the Card has been lost, stolen or fraudulently misused, the onus of proof for which shall be on the Cardholder.
- (z) In case a merchant wishes to cancel a completed Transaction due to an error or on account of merchandise return, the earlier sales receipt must be cancelled by the merchant and a copy of the cancelled receipt must be retained in his possession. All refunds and adjustments due to any merchant/device error or communication link must be processed manually and the Card Account will be credited after due verification and in accordance with VISA rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honoured based only on the Available Balance in the Card Account(s) without considering this. The Cardholder also indemnifies the Bank from such acts of dishonouring the payment instructions.

The Cardholder must not at any point, handover his Card to any other person for usage on his behalf. The Cardholder must ensure that he is physically present at the PME at the time of the Transaction.

### 9.3 CARDHOLDER DISPUTES WITH MERCHANTS

- (a) A sales slip with the bonafide signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence as between the Bank and the Cardholder as to the extent of liability incurred by the Cardholder.
- (b) It must be distinctly understood that the Card facility is purely a facility to the Cardholder to purchase goods or avail of services and the Bank holds out no warranty or makes no representation about quality, quantity, value, delivery or otherwise, howsoever regarding the goods or services, and any dispute should be resolved with the PME directly. However, the Cardholder shall report to the Bank about the dispute with the merchant, detailing the name of locations, date and time of the transaction and other details that will assist the Bank in its investigations.
- (c) The Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with the applicable charge indicated in the statement within two months of receipt of the notice of disagreement. If after such effort, the Bank determines that the charge indicated is correct then it shall communicate the same to the Cardholder along with details including a copy of the Sales Slip or payment requisition.

- (d) The Bank accepts no responsibility for refusal by any establishment to honour the Card.

10. CHARGES FOR THE USE OF THE DEBIT CARD:

10.1 Annual charges at the rate as informed by the Bank to the Cardholder from time, to time are applicable. The annual fee will be debited to the Card Account on issuance of the Card. The Bank reserves the right at anytime to charge the Cardholder for the issue, re-issue of the Card, debits cards issued with Photograph, and for issue of any multiple debit card par account as notified from time to time and/or any fees/charges for the Transactions carried out on the Card. Details of applicable fees and charges can be obtained from the Bank and are subject to change from time to time.

10.2 Any such fees and charges will be deducted automatically from the Card Account at the time the fee or charge is incurred. In addition, some other ATM owners or operators of shared networks may impose an additional charge for each use of their ATM/other device, and any such charge along with other applicable fees/charges will be deducted from the Card Account.

10.3 Any government charges, duty or debits, or tax payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed upon him (either directly or indirectly), the Bank shall debit such charges, duty or tax against the Card Account(s).

10.4 The Cardholder authorises the Bank to deduct from his Card Account, and indemnities the Bank against any costs, charges and expenses that the Bank may incur in collecting money the Cardholder owes the Bank in connection with his Card (including, without limitation reasonable attorney's fees to the extent permitted by law).

10.5 Ability to refuse payment

Except as otherwise required by law, if the Bank receives any process, summons, order, injunction, execution, distraint, levy, lien, information or notice which the Bank in good faith believes and which calls into question the Cardholder's ability, or the ability of someone purporting to be authorised by the Cardholder, to transact on the Card, the Bank may, at its discretion and without liability to the Cardholder or such other person, decline to allow the Cardholder to obtain or withdraw any portion of his funds, or the Bank may pay such funds over to an appropriate authority and take any other steps required by applicable law to recover the same from the Cardholder.

11. FEATURES:

11.1 The Bank reserves the right to add to/delete/amend any or all of the features offered with the Card. The Bank will attempt to add/build promotional features around the Card. However these will be on best effort basis only and any dispute arising from these promotional features will not be construed as the liability of the Bank.

11.2 The Bank may arrive at an arrangement with some merchants, for granting discounts to the Cardholder in respect of goods purchased/services obtained. However, the Bank shall not be responsible or accountable for any dispute the Cardholder may have with such merchants.

## 12. LOST OR STOLEN CARDS:

12.1 The Cardholder is responsible for the security of the Card and shall take all steps to ensure the safekeeping thereof. If a Card is lost or stolen, the Cardholder must file a First Information Report ("FIR") with the local police and send a copy of the same to the Bank immediately with a covering letter informing the Bank about the loss.

12.2 The Bank offers to the Cardholders an additional service of providing insurance policy in respect of stolen and/or lost card, subject to the terms and conditions mentioned herein:

- (a) The Bank shall at its own cost take out an Insurance Policy for Lost/Stolen Card within the geographical limit and subject to the terms and conditions and to the limit as more particularly set out in the Policy.
- (b) The Cardholder shall report the loss of the Card to the Bank by calling the 24-hour Phone Banking number in his city immediately on such loss. The Bank will de-activate the Card immediately to prevent misuse.
- (c) The Cardholder shall then send the following documents to the Bank:
  - (i) FIR Report duly acknowledged by an officer;
  - (ii) Letter giving details of the loss/disputed transactions
  - (iii) Indemnity letter from the Cardholder as mentioned in Clause 18.6
  - (iv) Passport copies in case of International transaction dispute and
  - (v) All other documents as required by the Bank and to the satisfaction of the Bank.
- (d) The Bank will give a provisional credit to the Cardholder with a hold marked for the disputed amount within 5 days of submission of the required documents as above.
- (e) The liability per Card shall be restricted to the maximum of Rs. 2.5 lakhs and the Cardholder will be covered for all losses up to a maximum of 30 days prior to reporting the loss.
- (f) On receipt of communication from the Cardholder of Lost/Stolen Card along with requisite documents, prior to reporting of the Lost/Stolen Card, the Bank is authorised to conduct its own investigation in respect of such Lost/Stolen Card. If such investigation reveals any direct or indirect involvement of the Cardholder/or Cardholders Relatives/Employees, the Bank is authorised to take appropriate action against the Cardholder in addition to refusing to give benefit of such policy to the Cardholder. The provisional credit will stand final only post the investigations. The findings of the Bank's investigation shall be final and

binding on the Cardholder.

- (g) The Cardholder cannot close the Card Account till the hold funds for the said Account are released.
- (h) It is, however clarified that the Cardholder will get benefit of this policy only if:
  - (i) the Card Account is in good standing
  - (ii) no more than 2 unauthorised events have happened during the last 12 months, prior to such reporting of Lost/Stolen Card and
  - (iii) the Cardholder shows that he was not negligent in safeguarding the Card.
- (i) The liability of the Bank under the Lost/Stolen Card Policy shall, however, be subject to general exclusions as mentioned in Clause 16 herein and the Cardholder will not be entitled to get any benefit under the Lost/Stolen Card Insurance Policy if the loss is due to any reason as mentioned in Clause 16.

12.3 In case of an unsigned Card, the Cardholder will be liable for all charges incurred on it and the Cardholder will not be entitled to any benefit of Lost/Stolen Card Insurance Policy.

12.4 If the Cardholder loses his Card overseas, he may either follow the above procedure or may report the loss through the VISA Global Emergency Assistance help-lines as stated in Clause 13. In case the Cardholder uses the VISA Global Emergency Assistance services then the charges for usage of such services shall be borne by the Cardholder.

12.5 The Cardholder shall take cognizance of the fact that once the Card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut into halves, returned to the Bank and adequate care taken to prevent its misuse. Provided that the Cardholder has in all respects complied with the Terms and Conditions, the Bank at its sole discretion shall issue a replacement Card for Lost/Stolen Card at a prescribed charge.

### 13. SERVICES FROM VISA GLOBAL ASSISTANCE:

13.1 The communications and arrangements of services of the Emergency Assistance program are provided by a third-party service provider and are paid for by VISA International and the Cardholder is responsible for the cost of any and all medical, legal or other services used. Assistance is provided on a best-effort basis and may not be available due to problems of time, distance or locations. The medical and/or legal professionals suggested and/or designated by VISA International are not employees of VISA International and, therefore, they are not responsible for the availability use, acts, omissions, or results of any medical, legal or transportation service. The Bank does not accept any responsibility for the arrangement or the use of such services.



#### 14. ADDITION TO AND WITHDRAWAL OF FACILITIES

14.1 The Bank may, at its discretion, make available to the cardholder more ATMs, EDC-POS, and/or other devices through shared networks for his convenience and use. All fees, charges related to transactions done by the Cardholder at these devices, as determined by the Bank from time to time will be recovered by a debit to the Cardholder's account(s). The Cardholder understands and agrees that such networks may provide different functionality, service offerings and different charges for different services and/or locations.

14.2 The Bank, shall, in its sole discretion, at anytime, without notice to the Cardholder, be entitled to withdraw, discontinue, cancel, suspend/or terminate the facility to use the Card and/or services related to it, at an ATM/other devices within/outside India on the Card Account(s) and shall not be liable to the Cardholder for any loss or damage suffered by him resulting in any way from such suspension or termination. No institution other than the Bank shall have any liability or responsibility to the Cardholder with respect to the use of the Card to conduct Transactions on his Card Account(s).

14.3 Maintenance: While advance notice of maintenance work likely to affect the availability of Services, shall be given, the Bank reserves the right to suspend, without any notice, access to ATM/other similar device or the provision of all or any of the services, at anytime, if the Bank deems it necessary to do so, whether for routine maintenance or for any other reason.

#### 15. INTERNATIONAL TRANSACTIONS :

15.1 The exchange rate used for all foreign currency Transactions will be decided by the Bank and will be binding on the Cardholder.

#### 15.2 RESIDENTS

(a) As per RBI guidelines, the Cardholder need not submit documentary evidence like invoice/bills for the use of the Card for the permitted purposes as per the exchange control regulations, if the remittance involved is less than the permissible limit or its equivalent and prima facie meets the exchange control regulations.

(b) As per RBI guidelines, in case the amount on account of use of the Card during visits abroad exceeds the Cardholder's foreign exchange entitlements, the Cardholder should provide documentary evidence for the usage of foreign exchange utilised. The Bank is authorised to report the matter to the regional office of the exchange control department giving full details.

(c) As per Exchange Regulations, for every foreign currency transaction the Cardholder should submit a duly completed A2 form and should get his passport endorsed for the foreign currency utilised.

- (d) In case the Cardholder is not contactable or not able to submit the same within the reporting time as specified by RBI. The Bank may, at its sole discretion, all in and submit the said form on behalf of the Cardholder and the Cardholder hereby specifically authorizes and indemnities the Bank to fill in and submit the said form, i.e. request for the purchase of foreign exchange (A2) form on behalf of the Cardholder. The Bank, however, is not obliged to fill in or submit the said form and shall not be responsible or liable for any consequences for non-submission of the same by the Cardholder.

### 15.3 NON-RESIDENTS

In case the Cardholder is not contactable or not able to submit the same within the reporting time as specified by RBI, The Bank may, at its sole discretion, fill in and submit the said form on behalf of the Cardholder and the Cardholder hereby specifically authorises and indemnities the Bank to fill in and submit the said form, i.e. request for the purchase of foreign exchange (A2) form on behalf of the Cardholder. The Bank, however, is not obliged to fill in or submit the said form and shall not be responsible or liable for any consequences for non-submission of the same by the Cardholder.

## 16. EXCLUSION OF LIABILITY:

- 16.1 Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Cardholder, in respect of any loss or damage arising directly or indirectly out of:
- (a) Any defect in goods or services supplied.
  - (b) Refusal by any OB/PME to honour or accept a Card.
  - (c) Effecting Transaction instruction other than by a Cardholder, or misuse of Card due to the Cardholder's negligence, mistake, dishonesty, misconduct, fraud or handing over the Card to an unauthorised person.
  - (d) Non-functioning of the PA/Terminal, Bank's network or OB network due to machine/mechanical errors/failures, technical breakdown, etc.
  - (e) The exercise by the Bank of its right to demand and procure the surrender of the Card by itself or by any person prior to the expiry date exposed on its face.
  - (f) Any statement made by any person requesting the return of the Card or any act performed by any person in conjunction.
  - (g) Handing over of the Card by the Cardholder to anybody other than the authorised employees of the Bank.
  - (h) The exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face, whether such demand and surrender made and/or procured by the Bank or by any person or computer terminal.

- (i) Any mis-statement, mis-representation, error or omission in any details disclosed by the Bank.
- (j) The exercise by the Bank of its right to terminate any Card.
- (k) Any injury to the Credit character and reputation of the Cardholder alleged to have been caused by the re-possession of the Card and/or, any request for its return or the refusal of any Merchant Establishment to honour or accept the Card.
- (l) Decline of a charge because of exceeded foreign exchange entitlement as prescribed by RBI guidelines issued from time to time, or the Bank becoming aware of the Cardholder exceeding his/her entitlement.
- (m) Decline of transaction due to any reason at a merchant location/ATM.

16.2 The Bank accepts no responsibility and will not be liable for any loss or damage for any service failures or disruptions (including but not limited to, loss of data) attributable to a systems or equipment failure or due to reliance by the Bank on third party products or interdependencies including but not limited to, electricity or telecommunications. The Bank accepts no liability or responsibility for the consequences arising out of the interruption of its business by acts of God, riots, civil commotions, insurrections, wars, or any other causes beyond its control, or by any strikes or lock-outs.

16.3 If an ATM or similar device malfunctions, resulting in loss to the Cardholder of some or all of the amount of a transaction, and such a loss is confirmed by the Bank through a verification of the Bank's records, the Bank will correct that loss by making any adjustments to the Cardholder's nominated account(s) including any adjustments for service charges, if any.

16.4 The Bank shall not be responsible for any loss or damage caused to the Cardholder by reason of any failure to comply with the Cardholder's instructions, when such failure is caused due to reasons beyond the control of the Bank, the opinion of the Bank being final in this regard.

16.5 By applying for and availing the Card facility, the Cardholder grants express authority to the Bank for carrying out the transactions performed by Cardholder. The Bank shall have no obligation to verify the authenticity of a transaction made other than by means of the PIN.

16.6 The Bank shall under no circumstances be liable for any claims for losses or damages whatsoever whether 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 Account Holder, Cardholder or any other person.

17. REWARDS TO THE CARDHOLDERS UNDER THE BANK'S REWARDS PROGRAM:

17.1 This Program is available only to the Bank's Gold Debit Cardholders and Supplementary and Add-on Gold Cards in respect thereof.

17.2 The Program is a Rewards Program that enables a Deutsche Bank Gold Card member to earn points on charges incurred on his/her Card by purchase of goods and services on the Card and any other charges as maybe included by Bank, from time to time, for the purpose of the Program.

The points are redeemable against a cash credit to the Cardholder's primary account.

The Program will remain open from the effective date till such time as maybe determined by the Bank at its sole discretion.

17.3 Points Accrual

Reward/Loyalty Points are only offered on Deutsche Bank Gold Debit Cards.

The Bank will award one point for every Rs.100/- worth of domestic/international purchases of goods/services.

Points will not be accrued on charges that are subsequently reversed. The Bank, at its sole discretion, may also award points for any other transactions either for a specific period or for specific situations/promotional schemes.

Points will not be awarded to Cardholders towards transactions involving cash advances and fees such as joining fee, annual fee, supplementary card fee, multiple card fees, and service charge transactions.

The above list of transactions maybe maidhood by the Bank at its discretion under intimation to the card member. Points will accrue to the individual Card Accounts in the case of eligible Primary, Supplementary or Multiple cards. Points accrued by any Supplementary cards will automatically accrue to the Primary Card Account on which the Supplementary cards are issued and not to any other Card Account.

No accumulation or carry over or redemption of points will be permissible, if on the relevant date any card, be it a Primary, Supplementary, Multiple or any other card has been withdrawn or closed or cancelled or reinstated or is liable to be cancelled/withdrawn because of any breach of the Terms and Conditions of the Card herein.

The points will lapse in the event that such a Card Account is closed either voluntarily by the Cardholder or by the Bank at its discretion. Should the Card Account be reinstated either by the Cardholder or by Deutsche Bank Debit Cards, the Cardholder will not get the benefit of any points accrued prior to cancellation or withdrawal or closure of the Card Account.

In the event of voluntary closure of the Deutsche Bank Debit Card by a Cardholder, the points that are in the Card Account can be redeemed within a month of such closure. Failure to redeem these points within such period will cause the points to automatically lapse or expire. A Cardholder cannot transfer any points to another person.

#### 17.4 Redemption

Points accrued can only be redeemed by the Primary Card member holding Gold Debit Card and not by any additional Cardholder, one Point earned can be redeemed for one Rupee.

A Cardholder needs to spend a minimum of Rs. 25,000 (i.e. 250 Points) annually before he can start redeeming these points for that year. The 12-month period would start from the month following the issue of the Debit Card. All points earned in the 12-month period would be valid for 3 more months following the end of the 12-month period. Post this, these points would expire.

All linked accounts and the Card must be in good standing and not cancelled or terminated by Deutsche Bank Debit Cards or the Card at the time of a redemption request.

The points are redeemable only against a cash credit to the Cardholder's primary account.

Redemption orders from Cardholders once given to Deutsche Bank Debit Cards cannot be cancelled or withdrawn or changed.

On redemption, the points would automatically get subtracted from the accumulated points in the Cardholder's account.

Orders will be fulfilled in the order in which they are received and accepted by Deutsche Bank Debit Cards.

If a Cardholder does not have sufficient number of points for an order, the order will be deemed cancelled.

Any tax or other liabilities or charges payable to the Government or any other authority or body or any other participating establishment which may arise or accrue to the Cardholder by redemption as aforesaid or otherwise as a result of this scheme shall be to the sole account of the Cardholder.

#### 17.5 Changes and Termination of Rewards Program

(a) The Bank also reserves the right to modify wholly or in part this program by any other program or terminate the program at anytime without prior notice to Cardholder.

(b) This scheme is entirely voluntary and it is understood that all charges are voluntarily incurred by a Cardholder in the normal course of Card usage.

(c) These terms and conditions will be in addition to and not in substitution/derogation to the rules and regulations governing the use of Deutsche Bank Debit Cards.

(d) Nothing therein amounts to a commitment or representation by Deutsche Bank Debit Cards to continue this program or conduct further similar or other schemes.

(e) Deutsche Bank Debit Cards computation of points shall be final, conclusive and binding on Card members and will not be liable to be disputed and questioned.

- (f) All disputes if any arising out of or in connection with or as a result of this Deutsche Bank Debit Cards rewards program shall be subject to the jurisdiction of the competent courts/tribunals at Mumbai.
- (g) In the case of a disputed transaction being resolved in favour of the Cardholder and/or where a transaction is reversed, the equivalent points will also be reversed.

18. INDEMNITY:

- 18.1 The Cardholder shall indemnify and hold the Bank harmless against any loss or damages and expenses suffered by the Bank, its customers or a third party or any claim or action brought by a third party in relation to the use of the Card Facility by the Account Holder or Cardholder any of their agents, employees and associates.
- 18.2 The Cardholder agrees to indemnify the Bank for all liabilities, losses, damages and expenses, which the Bank may sustain or incur either directly or indirectly as a result of:
- (a) Negligence/mistake or misconduct of the Cardholder.
  - (b) Breach or non-compliance of the rules/terms and conditions relating to the Card and the account.
  - (c) Fraud or dishonesty relating to any transaction by the Cardholder or his employees/agents.
  - (d) ATMs/ EDC and similar electronic terminals are machines and errors could occur while in operation. The Cardholder agrees to indemnify the Bank for any such machine/mechanical errors/failures.
- 18.3 The Cardholder shall indemnify and hold harmless the Bank from any consequences arising from the Cardholder not complying with The Exchange Control Regulations of the RBI.
- 18.4 The Cardholder shall indemnify the Bank fully against any loss on account of misplacement by courier/loss in transit of PIN Mailer.
- 18.5 The Bank will not be liable for any failure to provide the facility or to comply with the terms and conditions for any cause that is beyond the Bank's control. In consideration of the Bank providing the Cardholder with the facility of the Card, the Cardholder hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which the Bank may at anytime incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardholder the said facility of the Card or by reason of the Bank acting in good faith taking or refusing to take or omitting to take action on the Cardholder's instructions.
- 18.6 The Cardholder hereby indemnities the Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Card, in the event that it is lost and not reported to the Bank. In the event of Lost/Stolen Card which is reported as per Clause 12 herein, the Cardholder shall be liable to the

Bank and hereby indemnities the Bank fully against any Civil or Criminal liability, cost, expenses or damages arising due to Lost/Stolen Card over and above the amount of Rs. 2.5 lakhs.

19. INSURANCE BENEFITS:

19.1 The Cardholder specifically acknowledges that except the Lost/Stolen Card Insurance Policy as mentioned in Clause 12 herein, the Bank will not be liable in any manner whatsoever by virtue of any insurance cover provided, and the insurance company will be solely liable, and shall not hold the Bank responsible for any matter arising out of or in connection with such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the insurance company.

19.2 The Cardholder further acknowledges that the insurance cover so provided will be available to the Cardholder only as per the terms of the relevant insurance policy in force, and only so long as the Cardholder is and remains a Cardholder of the Bank with his account maintained in good standing. On the Card/Account being cancelled or withdrawn temporarily or permanently for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of cessation of Card/account. The Bank may at anytime (at its sole discretion and without giving any notice thereof to the Cardholder or assigning any reason thereof) suspend, withdraw or cancel the benefit of such insurance cover, and there will no binding obligation on the bank to continue this benefit.

20. BANK'S LIEN:

20.1 The Bank's right of set-off and lien shall extend to all outstanding dues whatsoever arising as a result of the Card Services extended to and/or used by the Cardholder.

21. TERMINATION:

21.1 The Cardholder may discontinue this facility anytime by a written notice of not less than 7 days to the Bank accompanied by the return of the Card cut into two pieces diagonally and obtain a valid receipt thereof. The Cardholder shall be liable for all charges incurred, up to the receipt of the written notice duly acknowledged.

21.2 Such termination shall also be deemed a termination of all facilities accorded by the Bank to a Cardholder. In the event charges are incurred on the Card after the Cardholder claims to have destroyed the Card, the Cardholder shall be entirely liable for the charges incurred on the Card whether or not the same are the result of misuse and whether or not the Bank has been intimated of the destruction of the Card.

21.3 For closure of the nominated account(s), the Cardholder will give at least 7 days notice in writing and return the Card to the Bank.

21.4 The Bank is entitled to cancel the Card with immediate effect at anytime in any case of improper, unauthorised or fraudulent use of the Card or on account of non-fulfillment of terms and conditions by the Cardholder by giving 7 day's notice to the Cardholder. Such notice shall be deemed to have been received by the Cardholder within 7 days of posting to the Cardholder's address in India last notified in writing to the Bank by cancelling the Card with or without assigning any reason whatsoever. In such case, the Bank has the Cardholder's express authority to debit the nominated accounts online or in the event of an offline situation within such time based on internal/scheme regulations that the Bank is a member of, for all withdrawals/transfers effected by the use of Debit-Cum-ATM Card/PIN as per the Bank's records, which will be conclusive and binding.

22. CHANGES IN TERMS AND CONDITIONS :

22.1 The Bank reserves the right to revise policies, features and benefits offered on the Card and alter these Terms and Conditions from time to time and may notify the Cardholder of any such alterations in any manner it thinks appropriate. The Cardholder will be bound by such alterations unless the Card is returned to the Bank for cancellation before the date upon which any alteration is to have effect.

22.2 The Bank could make changes including (but not limited to) the purposes/reasons listed below:

- (a) Impose or increase charges relating solely to the use of the Debit-Cum-ATM Card and PIN, or the use of an additional or replacement Card.
- (b) Increase the Cardholder's liability for losses relating to transactions with his Card.
- (c) Adjust the periodic transaction limits applying to the use of the Card.

22.3 The Bank may make a change without notice, if such change is necessary to maintain or restore the security of the electronic system or equipment used for the Card Transactions. The Cardholder will be notified if such a change is made, unless disclosure would jeopardise the security of the electronic system or equipment.

22.4 Notification of these and any other changes maybe given by the Bank by delivering it to the Cardholder personally or by posting it to his latest address recorded with the Bank. The Cardholder must notify the Bank of any change to his address promptly. Proof of posting to such last notified address shall be conclusive proof of the notification at the time when it ought to be delivered in due course by the post even if the notification maybe returned through the post undelivered.

22.5 The Bank may also give the Cardholder notice of variation of these terms and conditions by displaying a notice on or within the immediate vicinity of the site of an ATM/branch or by a press advertisement or by a message in the account statement.



22.6 These Terms and Conditions shall (a) prevail over any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing and (b) apply in addition to the Bank's General Business Terms and Conditions for Deposit Account and any other of the Bank's Terms and Conditions otherwise applicable. However, in case of conflict, these Terms and Conditions for Debit-Cum-ATM Card facility shall prevail as regards transactions under the Debit-Cum-ATM Card facility.

23. DISCLOSURE :

23.1 The Bank also reserves the right to disclose, in strict confidence to other institutions, such information concerning the Card Account as maybe necessary or appropriate in connection with its participation in any Electronic Funds Transfer network.

23.2 The Bank may at its discretion, videotape or record on camera the Cardholder's access/presence/use of the Bank's facilities at its premises/machines/equipments and the Bank may rely on footage of such clippings as evidence in any proceedings.

23.3 The use of the Debit-Cum-ATM Card at ATM/CASST/Touch Access Banking Terminal/EDC-POS/other devices shall constitute the Cardholder's express consent:

- (a) to the collection, storage, communication and processing of identifying and account balance information by any means necessary for the Bank to maintain appropriate transaction and account records.
- (b) to the release and transmission to participants and processors in the Bank ATM network/other networks of details of the Cardholder's account and transaction information and other data necessary to enable the Card to be used at an ATM/other device.
- (c) to the retention of such information and data by the said participants and processors in the Bank/other networks.
- (d) to the compliance by the said participants and processors in the Bank ATM network/other networks with laws and regulations governing disclosure of information to which such participants and processors are subject.
- (e) to the disclosure of information to third parties about the Cardholder's Bank account(s) or the transactions done through the use of the Card or personal particulars where it so necessary for completing transactions; and/or when necessary to comply with law or government agency or court orders or legal proceedings; and/or when necessary to resolve errors or question the Cardholder has raised; and/or in order to satisfy the Bank's internal data processing requirements.

23.4 The Cardholder agrees to provide the Bank information that the Bank requires from the Cardholder by law or regulation, or any other appropriate information that the Bank may reasonably request from time to time.

24. Jurisdiction for Dispute and Settlement:

24.1 The Bank accepts no liability whatsoever, direct or indirect, for noncompliance with the laws of any country other than the Republic of India. The mere fact that the Card can be accessed by a Customer 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 Card Account(s) of the Customer and/or the use of the Card.

24.2 The Bank reserves the right to deduct from the cardholder's Account(s) a reasonable service charge and any expenses the Bank incurs, including without limitation reasonable legal fees, due to legal action involving the Cardholder's Card.

## ELECTRONIC FUND TRANSFER SERVICES

The Customer agrees that availing of Services through Electronic Fund Transfer ("EFT") is subject to the following terms and conditions as well as the General Business Conditions of the Bank as maybe issued by the Bank from time to time as well as the rules and regulations introduced or amended from time to time by the Reserve Bank of India or any other authority. In case of consisting terms and conditions, the terms and conditions of these Electronic Fund Transfer Services shall be relevant.

1. Rights and Obligations of Customer

1.1 The Customer shall be responsible for the accuracy of the particulars given in the EFT Request and shall be liable to compensate the Bank for any loss arising on the account of any error in his EFT Request.

The Customer shall ensure availability of funds in his account properly applicable to the EFT Request before the execution of the EFT Request by the Bank. Where, however, the Bank executes the EFT Request without properly applicable funds being available in the Customer's account, the Customer shall be bound to pay to the Bank the amount debited to his account for which an EFT was executed by the Bank pursuant to his EFT Request together with the applicable charges including interest payable to the Bank.

1.2 Customer agrees that the EFT Request shall become irrevocable as and when it is accepted and executed by Bank.

Customer agrees that he shall not be entitled to make any claim against any party in the RBI EFT Scheme.

EFT involves a time lag minimum of 3 working days. While the Bank shall endeavour to effect the EFT instruction the soonest on receipt (i.e. on the same day, when received during the business hours of the Bank or on the next working day when received after business hours) it does not guarantee or be responsible for performance hereunder.

The Customer shall be bound by any EFT Request executed by the Bank if the Bank had executed the EFT Request in good faith and in compliance with the security procedure.

The Customer agrees that he shall not hold the Bank responsible for any loss, damages, etc., that maybe incurred/suffered by him in the event of any delay in the execution and completion of the Funds Transfer.

1.3 The cut-off time for receiving instructions and the financial limits for EFT transactions from the customer will be fixed by the Bank from time to time and will be informed to the customer. Requests received by the Bank after the cut-off will be processed on the next working day.

1.4 The Customer shall ensure that all transactions under the EFT facility would be undertaken in compliance and in adherence with all laws applicable in India and/or otherwise but not limited to Foreign Exchange Management Act, 1999, (FEMA), Anti-Money Laundering Law, including any rules, regulations, notifications there under and not use the EFT facility for any transaction that is prohibited.

Customer agrees that no special circumstances shall attach to any EFT Request executed under the EFT facility and under no circumstances customer shall be entitled to claim any compensation in excess of the amount and that which is provided in Clause 1 above.

2. Rights and obligations of the Bank:

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

- (a) The funds available in the Account of the Customer are not adequate or properly applicable to comply with the EFT Request and the customer has not made any other arrangement to meet the payment obligation.
- (b) The Bank has reason to believe that the EFT Request is issued to carry out an unlawful transaction.
- (c) The EFT Request is incomplete or it is not issued in the agreed form.
- (d) The EFT Request cannot be executed under the RBI EFT Scheme.
- (e) The EFT Request is attached with notice of any special circumstances.

No EFT Request issued by the customer shall be binding on the Bank until the Bank has accepted it.

The Bank shall, upon execution of every EFT Request executed by it, be entitled to debit the designated account of the customer, the amount of the funds transferred together with charges payable thereon, whether or not the account has sufficient balance. If the funds transfer is not complete before the close of business of the third following EFT business day the Bank shall advise the Customer accordingly.

### 3. CONDITIONS OF TRANSFER

The Bank shall not be liable for any loss of damage arising or resulting from delay in transmission delivery or non-delivery of electronic messages or any mistake, omission, or error in transmission or delivery thereof or in deciphering the message from any cause whatsoever or from its misinterpretation received or the action of the destination Bank or any act or event beyond its control.

All Payment Instructions should be checked carefully by the Customer. The Bank is not responsible for any charges/commission levied/charged by the Beneficiary Bank. These terms and conditions are to be read in conjunction with those as stipulated in the EFT Request Form, Terms and Conditions and Rules for Accounts and Services of the Bank.

### 4. TERMINATION OF SERVICES

The Bank shall be entitled to terminate any of the services which are being offered by it at its sole discretion and as per the specific terms and conditions/rules as mentioned in and applicable to a particular Account / Service/situation/ circumstance/transaction as set out by the Bank and as mayhood from time to time. The Customer shall also be entitled to terminate the Services as per the particular Account Service/situation/ circumstance/transaction as set out by the Bank and as mayhood from time to time. The Customer shall however be and as mayhood from time to time. The Customer shall however be liable for all transactions done under the said particular account and services and shall duly make payment of all amounts/charges due and payable by him to the Bank.

## BILL PAYMENT SERVICES

The Customer agrees that availing of Bill Payment Services is subject to the following terms and conditions as well as the General Business Conditions of the Bank, the rules for conduct of accounts and as the terms and conditions for Services through Alternate Channels as maybe issued by the Bank from time to time as well as the rules and regulations introduced or amended from time to time by the Reserve Bank of India or any other authority. In case of consisting terms and conditions, the terms and conditions for these Services through Alternate Channels shall be relevant.

#### 1. General

Bill Payment enables Customer to pay for bills by using his/her designated account with the Bank and crediting the account of any service provider registered with the Bank; Bill Payment is provided by the Bank, if the Customer authorises the Bank via Service through Alternate Channels for debiting the Customer's account towards the amount of such bill, together with charges, if any.

#### 2. Execution of Transaction

The Customer agrees that the Bank will make bill amount payments as required by the biller. The Customer will not hold the Bank responsible for the biller rejecting the bill amount because of incorrect or incomplete entries.

3. **Liability of the Customer**  
The Customer agrees to provide his correct Identification details as registered with the billing company and agrees to indemnify the Bank from any liability due to incorrect information in this regard.  
Customer also agrees to communicate any change in Identification details as registered with the billing company to the Bank within the time specified by the Bank.
4. **Waiver**  
While the Bank will take all reasonable steps to ensure the accurate handling of the billing details, the Bank is not liable for any error. The Customer shall not hold the Bank responsible for any loss, damages, etc. that maybe incurred/suffered by him if the information contained turns out to be inaccurate/incorrect.
5. **Disclosure to and Dispute with the Billing Company**  
The Customer agrees to have no objection whatsoever to the billing company providing his billing details to the Bank. The Customer agrees that any disputes on bill details will be settled directly with the billing company and the Bank's responsibility is limited to provision of information only.
6. **Miscellaneous**  
The Customer agrees that the record of the instructions given and transactions with the Bank shall be conclusive proof and binding for all purposes and can be used as evidence in any proceeding.  
Customer agrees that charges, if any, for the Bill Payment Services will be at the sole discretion of the Bank and the Bank is at liberty to vary the same from time to time, without giving any notice. The Customer agrees that the Bank is at liberty to withdraw at anytime the Bill Payment facility, or any services provided there under, in respect of any or all the account (of without assigning any reason whatsoever, without giving him any notice.

### For more information:

- Visit [www.deutschebank.co.in](http://www.deutschebank.co.in)
- Call our 24-hour Phone Banking at 1860 266 6601<sup>#</sup>

<sup>#</sup>This is not a toll free number and call charges will apply. Customers outside India need to dial +91 22 6601 6601. Customers in Mumbai can also call at 6601 6601.

<sup>\*</sup>No interest is payable for deposits withdrawn prematurely before 7 days. For premature withdrawal of fixed deposits less than ₹ 15 lakhs, on 15th day or thereafter, a penal rate of 1% would be charged, i.e. the interest applicable for the period for which the deposit has run less applicable penalty. For premature withdrawal of fixed deposits greater than or equal to ₹ 15 lakhs, on 7th day or thereafter, a penal rate of 1% would be charged, i.e., the interest applicable for the period for which the deposit has run less applicable penalty. Interest rates are subject to change without prior notice. The interest on Recurring Deposits will be calculated by the bank in accordance with the directions advised by Indian Banks' Association and will be paid out on maturity.

<sup>^</sup>Terms and conditions apply.