

TERMS AND CONDITIONS GOVERNING

ALLAHABAD BANK'S INTERNET BANKING / SMS BANKING / PHONE BANKING SERVICE

I. Definitions:

In this document, the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

ALLAHABAD BANK or **BANK** refers to Allahabad Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 and having its Head Office at 2, Netaji Subhas Road, Kolkata 700001.

WEBSITE refers to the website owned, established and maintained by Allahabad Bank or its service providers for and on behalf of Allahabad Bank located at the URL <https://www.allbankonline.in>

Internet Banking (IB) Service refers to one of the services offered by Allahabad Bank to its customers on internet through which customer can enquire about balance in the Account, details about transactions in the Account(s), download statement of Account, transfer of funds and other service as Allahabad Bank may decide to provide from time to time through internet. The availability / non-availability of a particular service shall be communicated to the user through email, web page of Allahabad Bank or in writing as may be deemed fit by Allahabad Bank. Such Internet Banking may be provided by Allahabad Bank directly or through its associates or its service providers.

SMS Banking (SMSB) Service refers to services offered by Allahabad Bank to its customers on Mobile Phone which includes facilities such as enquiry about balance in the Account, details about transactions in the Account(s), request for statement of Account, enquiry of cheque and any other service as Allahabad Bank may decide to provide from time to time through SMS. The availability / non-availability of a particular service shall be communicated to the user through email, web page of Allahabad Bank or in writing as may be deemed fit by Allahabad Bank. This facility may be provided by Allahabad Bank directly or through its associates or its service providers.

Phone Banking (PB) Service refers to services offered by Allahabad Bank to its customers which includes facilities such as enquiry about balance in the Account, details about transactions in the Account(s), request for statement of Account, enquiry of cheque and any other service as Allahabad Bank may decide to provide from time to time through telecommunication channel. The availability / non-availability of a particular service shall be communicated to the user through email, web page of Allahabad Bank or in writing as may be deemed fit by Allahabad Bank. This facility may be provided by Allahabad Bank directly or through its associates or its service providers.

Applicant means Individual and/or Joint Account holder Public / Private Limited Companies, Hindu Undivided Family (HUF), Clubs, Association of Persons, Trusts, Society, and any other institution, who intends to avail/are availing Bank's above referred IB/SMSB/PB services.

Account Administrator refers to authorized person on behalf of the Applicant as a single point of contact for the Bank for all issues relating to Internet Banking / SMS Banking / Phone Banking.

User(s) refer(s) to authorized person(s) on behalf of the Applicant to operate various accounts of Applicant through Internet Banking / SMS Banking / Phone Banking Services of Allahabad Bank.

"ACCOUNT(S)" refers to the applicant's various bank accounts viz. Savings Bank Account, Current Account, Loan Account e.g. Cash Credit & Over Draft Accounts, home loan account, vehicle loan account, consumer durable loan account and/or any other type of account (each account hereafter referred to as an "Account" and collectively as "Accounts"), maintained with Allahabad Bank which applicant intends to do operation also through Internet Banking / SMS Banking / Phone Banking. These accounts have to be linked with IB/SMSB/PB services. One of these Accounts shall be designated as the Primary Account and all other Accounts, if any, of the applicant shall be referred to as Secondary Account(s).

"PAYER" refers to the person who holds the Account(s) which is authorised for debit

"PAYEE" refers to the person to whom User will transfer Fund(s).

"PERSONAL INFORMATION" refers to the information provided by the Applicant to Allahabad Bank.

"Beneficiary Registration Confirmation" refers to confirmation of Payee Registration to whom Applicant will transfer Fund(s).

Terms refer to terms and conditions for use of Allahabad Bank's Internet Banking / SMS Banking / Phone Banking Services as specified in this document and available at the Bank's web site and as modified from time to time.

2. Applicability of Terms and Conditions

These Terms and Conditions form the contract between the Applicant and Allahabad Bank for availing Internet Banking / SMS Banking / Phone Banking facilities. The Applicant shall apply to Allahabad Bank in the prescribed form for use of Bank's Internet Banking / SMS Banking / Phone Banking. Allahabad Bank shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the Applicant without assigning reasons therefore. By applying for or availing Internet Banking / SMS Banking / Phone Banking services, the Applicant acknowledges and accepts these Terms. These TERMS will be in addition to and not in derogation of the TERMS and conditions relating to any or all account(s) of the Applicant.

Any change in these terms and conditions will be applicable to the Internet Banking / SMS Banking / Phone Banking applicant/users and account administrator as long as they avail these services. Change in terms, if any, will be displayed at the Bank's website from time to time.

3. Internet Banking (IB)

For the purpose of availing Internet Banking, the Applicant would need to have legal and valid access to the Internet and Allahabad Bank's Internet Banking Service. The Applicant shall have the option of choosing the facilities out of various facilities provided by Allahabad Bank on Internet Banking.

The Internet Banking Service is restricted to bank's account holders only. The information provided to the applicant/user on Internet Banking is usually updated at regular intervals on Bank's website however there can be some delay in its updation. Consequently, any information supplied to the applicant / user through Internet Banking will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the applicant / user. Allahabad Bank shall not be liable for any loss that the applicant / user may suffer for delay in its updation or by relying on or acting on such information.

Allahabad Bank may keep the records of the transactions in any form it wishes. In the event of any dispute, Allahabad Bank's records shall be binding as the conclusive evidence of the transactions carried out through Internet Banking.

Any request for any service, which is offered as a part of Internet Banking, shall be binding on the applicant / user as and when Allahabad Bank receives such a request / provides services. If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the User, Allahabad Bank shall not be required to act on the request until it receives such documentation from the applicant / user.

In case of any request for a service relating to any foreign currency transaction made by the applicant / user, the exchange rates quoted by Allahabad Bank shall only be provisional and shall be subject to future variations in the exchange rate. The rate at which the transaction is given effect to would be the effective rate for all intents and purposes.

The Applicant / user shall ensure that Internet Banking or any related service is not used by them for any purpose which is illegal, improper or which is not authorized under these Terms.

The Bank, may from time to time advise required browser settings that

are required for using Internet Banking Services by the user. There will be no obligation on the part of the Bank to support all the versions of the Internet browsers available in the market.

4. Application for Internet Banking / SMS Banking / Phone Banking Services

Bank reserves the right to offer the Internet Banking / SMS Banking / Phone Banking Services to select customers at its discretion. Submission of the application form and the acknowledgement thereof does not automatically imply the acceptance of applications for providing these services to the applicant by the Bank.

5. Internet/SMS/Phone Banking Access by Applicant User

The applicant/user would be allotted a confidential User-id and a set of secret passwords, after submission of the application to Allahabad Bank. The transaction password may be given along with other passwords or may be sent by Bank at applicant's address through registered post/ speed-post/courier. Since delivery of the transaction password will be done by a third party, bank will not be responsible for any delay. The applicant/user will be required to change the password assigned by Allahabad Bank on accessing for the first time. If the applicant/user does not log in within 6 months from the issue of password, the status will become dormant. For reactivation of the password, the applicant/user has to contact the branch and give a written request for its reactivation.

As a safety measure, the user including the Account Administrator shall change the password compulsorily after the first login and accept the terms and conditions coming on the screen before the system permits them to start using Internet Banking / SMS Banking / Phone Banking Services and frequently thereafter as possible.

In addition to User-id and password Allahabad Bank may, at its discretion, advise the User to adopt such other means of authentication including but not limited to digital certification and/or smart cards. The User shall not attempt or permit others to attempt accessing the Account information stored in the computers of Allahabad Bank through any means other than the Internet Banking/SMS Banking/Phone Banking.

6. Unauthorized Access:

The user shall take all necessary precautions to prevent unauthorized and illegal use of Internet Banking / SMS Banking / Phone Banking and unauthorized access to the Accounts linked for IB/SMSB/PB. Allahabad Bank shall take all reasonable care to ensure the security of and to prevent unauthorized access to the Internet Banking / SMS Banking / Phone Banking using commercially reasonable technology available in India to them (Allahabad Bank).

7. Account Administrator

Every Firm/Corporate has to appoint an Account Administrator and convey the same to the Bank along with a copy of the mandate containing such authorization. Account Administrator will be the single point of contact for the Bank for all issues relating to Internet Banking / SMS Banking / Phone Banking of the Corporate Accounts.

Account Administrator will be facilitating to disable & enable other Users, set time restrictions for the Users. Perform bulk uploads (*whenever offered by Allahabad Bank*) and transactions etc. All operations performed by the Account Administrator will be binding on the firm/corporate as he/she is the designated person from the firm/corporate for doing all the aforesaid activities. However, based on the requirement of the firm/corporate the Account Administrator can be provided with Transaction Facility also or may be restricted to View facility only as the case may be.

8. Password / PIN

The User(s) must:

- a) Keep the user ID and various passwords / PIN which allow access to IB / SMSB / PB totally confidential and do not reveal the passwords / PIN to any person.
- b) Choose passwords with minimum 8 characters maximum 16

characters long consisting of a mix of alphabets, numbers and special characters (except space) not relating to any readily accessible personal data, such as, his/her name, address, telephone number, vehicle number, driving license no. etc. or easily guessable combination of letters and/or numbers.

c) Retain the User ID and various passwords / PIN to memory and not record them in a written or electronic form; and

The Applicant/User acknowledges, represents and warrants that once the password / PIN which provides them access to their Account(s) has been issued to them, he/she/they become(s) the sole and exclusive owner and is/are the only authorised User(s) of the password / PIN and accept(s) sole responsibility for use, confidentiality and protection of the password / PIN, as well as for all orders and information changes (i.e. change of address) entered into Accounts using such password. The User grants express authority to Allahabad Bank for carrying out transactions and instructions authenticated by such password / PIN.

The Applicant/User unconditionally undertakes to have Internet Banking / SMS Banking / Phone Banking password / PIN of such number of letters/digits as may be notified by Allahabad Bank from time to time and ensure that the same is kept confidential; and to not let any unauthorised person have access to the internet/the relevant medium of access while the User is accessing the IB/SMSB/PB.

In the event of forgetting of User ID and/or passwords / PIN or expiry /disability of password(s) / PIN, the Applicant / User / Account Administrator can request for change of the same by submitting a request to his branch in writing. The allotment of new passwords / PIN and/or replacement of User ID shall not be construed as the commencement of new contract. Such Password / PIN may be issued within such time as may be intimated by Allahabad Bank from time to time. The Applicant agrees and acknowledges that Allahabad Bank shall in no way be held responsible or liable if the Applicant / User incurs any loss as a result of information being disclosed by Allahabad Bank regarding his Account(s) or carrying the instruction of the Applicant / Account Administrator / User pursuant to the access of the IB/SMSB/PB and the Applicant shall fully indemnify and hold harmless Allahabad Bank in respect of the same.

The Applicant / Account Administrator / User shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person intentionally, voluntarily, accidentally or by mistake. The Applicant / Account Administrator / User shall comply with such guidelines, instructions or TERMS as Allahabad Bank may prescribe from time to time with respect to the password / PIN.

Allahabad Bank does not ask for personal security details like your Internet Banking / SMS Banking / Phone Banking passwords / PIN on the email, phone or otherwise.

Applicant / Account Administrator / User should never disclose passwords / PIN to anyone, even to the bank's staff. In case Applicant / Account Administrator / User get an email asking to enter personal security details or a Bank staff approaches to disclose password / PIN, please report to the Bank.

9. Joint Accounts:

In case of Joint Accounts, transactions through Internet Banking shall be available only if the mode of operation is indicated as 'either or survivor' or 'former or survivor'. The Applicant/User desirous of using the Internet Banking should either be the Account holder and sole signatory or authorised to act independently in case of a joint account. For such joint accounts, one User-ID and password for Internet Banking will be issued to one of the joint account holders when requested. The other joint account holders shall expressly agree with the arrangement and give undertaking on the application form for use of Internet Banking. In case of joint accounts operated by more than one User, Allahabad Bank shall act on the instruction received first and any subsequent instruction shall not be considered. All correspondence will be addressed to the first named person only. All transactions arising from the use of Internet Banking in the joint account shall be binding on all the joint account holders, jointly and severally.

10. Requirement of Minimum Balance and overdrawing in the account

The Bank may, at its discretion, stipulate at any time for maintaining certain minimum balance. The applicant/user shall ensure that there are sufficient funds (or prearranged credit facilities) in relevant Account for transactions. Allahabad Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that Allahabad Bank shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the applicant/user and the applicant/user shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related to costs and charges.

Allahabad Bank may withdraw the IB/SMSB/PB services, wholly or partly, if at any time the balance amount falls short of the required minimum as aforesaid and / or if the service charges remain unpaid, without giving any further notice to the applicant/user and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

11. Charges

Allahabad Bank reserves the right to charge and recover from the applicant/user service charge for providing the IB/SMSB/PB (including but not limited to the right of charging the corporate/user for the use of funds transfer). Allahabad Bank may, at its discretion, also levy specific and separate service charges for various services like RTGS/NEFT fund transfer, on-line payment, e-payment of taxes etc.. The Applicant/User hereby authorizes Allahabad Bank to recover the service charge by debiting one or more of the Accounts of the Applicant/User. Failure to do so shall result in recovery of the service charge by Allahabad Bank in a suitable manner along with interest (if any) and/or suspension of the facility of IB/SMSB/PB without any liability to Allahabad Bank and without any intimation to the Applicant/User in this respect.

Allahabad Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance.

Allahabad Bank also reserves the right to charge and recover from the applicant/user the interest on the above referred service charge, penal charge, any other charges and on the overdraft, advance or credit created due to overdrawing or non-maintenance of minimum balance and for all related costs and charges.

Any change in such service charges / penal charges will also be notified by the bank. The applicant/user authorizes Allahabad Bank to recover all charges (Service and Panel) related to minimum balance and IB/SMSB/PB services as determined by Allahabad Bank from time to time by debiting one or more of the Accounts of Applicant.

The Bank may at its discretion, from time to time specify charges for usage of Internet Banking / SMS Banking / Phone Banking services and/or additional charges for select services which will be displayed on the website of the Bank from time to time. All out of pocket expenses, wherever applicable, will be borne by the Applicant/User.

12. Funds Transfer

The applicant/user accepts that they will be responsible for keying in the correct account number for the fund transfer request. In no case, Allahabad Bank will be held liable for any erroneous transactions incurred arising out of or relating to the User entering wrong account numbers.

The applicant shall advise its Users including the Account Administrator that they shall not use or attempt to use Internet Banking/Phone Banking Services for funds transfer without sufficient funds in the accounts or without pre-existing arrangement with the Bank for grant of credit facility / overdraft facility.

The Bank will endeavour to affect such funds transfer transactions received through Internet Banking / Phone Banking Services provided there is sufficient funds available in the accounts and Confirmation of Beneficiary Registration by the User. Allahabad Bank shall specify from time to time the limit for carrying out various kinds of funds transfer or any other services through Internet Banking & Phone Banking. The said facility will be provided as per conditions specified

by Allahabad Bank from time to time.

If funds transfer facility is made available to the user, it may be used for transfer of funds from user account to his other accounts or to third party accounts, maintained at Allahabad Bank or at any other Bank which falls under the network of Reserve Bank of India's Electronic Fund Transfer system/RTG.

Allahabad Bank shall not be liable for any omission in making all or any of the payments or for late payments due to circumstances beyond its reasonable control including non-confirmation of Beneficiary Registration. Allahabad Bank reserves the right to charge the Applicant for the use of funds transfer by giving due notice on the website about such charges.

In case of accounts where loan/overdraft limits are sanctioned, the applicant undertakes that all debits made to such accounts through Internet Banking shall be as per the sanctioned terms and the applicant shall ensure that no conversion/diversion of funds take place through the loan accounts.

Applicant can make transactions with maximum limits of Rs.2 lakhs per day. *The funds transfer limit per day fixed for an applicant may vary from applicant to applicant depending on the conduct of their account assessed by the Bank.* Bank may at its discretion change the limit from time to time and may notify the same.

13. On-line Payment Facility:

Allahabad Bank provides the facility of payment for transactions executed on internet through different sites. Allahabad Bank will execute such transactions only for the sites specified on its website <https://www.allbankonline.in> and will be responsible for transferring the amount debited to the applicant's account to the Account maintained by the Service Provider however it will not be held responsible for any information content on any other site.

14. E-Payment of Taxes:

Allahabad Bank provides the facility of payment of Direct and Indirect Taxes on internet through NSDL site. Allahabad Bank will execute the instructions for such transactions coming from the NSDL site and will be responsible for debiting the applicant's/user's account and arrange for depositing the tax and submitting the reports to the concerned Government Authorities as per the prevailing guidelines. Allahabad Bank may also provide the facility for e-Payment of other taxes like VAT etc. in future.

Direct debit to the account will be allowed as per e-Payment instructions received through internet from the applicant/user subject to availability of sufficient balance in the account of e-Payment applicant/user. The applicant's/user's account will be debited for the instructions effected using the e-Payment facility and Bank will reject the instruction if sufficient balance is not available in the account. If the balance is insufficient, the Bank will not remit the fund to the concerned authorities, as applicable, through its branch and Allahabad bank shall not be held responsible or liable in any manner whatsoever. The applicant/user shall keep sufficient funds in its account to successfully meet the required transaction.

The challan issued by such facility will hold good only after realization of fund from the account. The Challan Identification Number (CIN) will be allotted to the customers only after realization of fund from the account.

15. SMS Alerts on Mobile Phones:

SMS Alerts will be sent on mobile number registered with Bank for any fund transfer to applicant's own accounts, other accounts in Allahabad Bank and to other accounts outside Allahabad Bank as per the limits specified by the Bank from time to time. The SMS Alerts will also be sent for any on-line transaction done from accounts. These alerts will be sent to the mobile number specified by the applicant/user in the application form. However, Allahabad Bank does not hold the responsibility of these SMS alerts to be actually delivered to the mobile number or delivery at an odd hour because the SMS are sent through other service providers whose systems are not under control of the Bank though we have bound them through service agreements.

16. Applicant's Authority to the Bank for carrying out transactions

Banking transactions in the account(s) are permitted through Internet / Mobile / Phone after authentication of the User ID and passwords of the User(s) only. The Applicant/User hereby gives an express authority to the Bank to carry out the Banking transactions performed by its Users through Internet Banking / SMS Banking / Phone Banking Services. The Bank shall have no obligation to verify the authenticity of any transaction purported to have been sent by the applicant/User via IB/SMSB/PB Services.

All transactions arising out of the use of IB/SMSB/PB Services shall be binding on Applicant / Account Administrator / User. The display or printed output that is generated by the users at the time of operation of Internet Banking / SMS Banking / Phone Banking Services is a record of the operation of the Internet access and shall not be construed as the Bank's record of the relative transactions. The Bank's own records of transactions maintained through its own computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

17. Accuracy of Information

The Applicant is responsible for the correctness of information supplied to the Bank through the use of Internet Banking / SMS Banking / Phone Banking or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the applicant/User(s). If the applicant suspects that there is an error in the information supplied to the Bank by him, the applicant shall advise the Bank immediately. The Bank will endeavour to correct the error wherever possible on a 'best efforts' basis. If the applicant notices an error in the account information supplied to the applicant/user or they notice on the use of any of the Internet Banking / SMS Banking / Phone Banking services, the applicant shall advise the Bank immediately. The Bank will endeavour to correct the error promptly. Failure to inform the changes will be at the sole risk and responsibility of the applicant and the bank shall not be held responsible for the consequences arising out of it.

18. Liability of the user and Allahabad Bank:

Allahabad Bank shall not be liable for any unauthorized transactions occurring through the Internet Banking / SMS Banking / Phone Banking and the user hereby fully indemnifies and holds Allahabad Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. Allahabad Bank shall under no circumstance be held liable to the Applicant / Account Administrator / User if the Internet Banking is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Allahabad Bank. Under no circumstances shall Allahabad Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Applicant / Account Administrator / User or by any other person. Illegal or improper use of the Internet Banking shall render the applicant / user liable for payment of financial charges as decided by Allahabad Bank or will result in suspension of the operations through the Internet Banking.

Notwithstanding anything contained in the terms, due to the nature of Internet Banking, Allahabad Bank shall not be responsible for any loss or damage to the applicant's / user's data, software, computer, telecommunication or other equipment caused by using the Internet Banking Services.

19. Indemnity:

In consideration of Allahabad Bank providing the applicant the Internet Banking / SMS Banking / Phone Banking, the user shall, at his own expense, indemnify and hold Allahabad Bank, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, indemnified against all losses and expenses on full indemnity basis which Allahabad Bank may incur, sustain, suffer or is likely to

suffer in connection with Allahabad Bank's execution of the applicant's / user's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through Internet Banking for any action taken or omitted or to be taken by Allahabad Bank, its officers, employees or agents, on the instructions of the applicant / user. The applicant / user will pay Allahabad Bank such amount as may be determined by Allahabad Bank to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

Further, the applicant / user agrees, at its own expense, to indemnify, defend and hold harmless Allahabad Bank, its directors and employees, representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against Allahabad Bank, its directors and employees, representatives, agents, and Affiliates by a third party, to the extent that such claim, suit, action or other proceeding brought against Allahabad Bank, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with the applicant / user of Internet Banking / SMS Banking / Phone Banking with reference to:

- (i) a violation of the Terms contained herein by the applicant / user;
 - (ii) any deletions, additions, insertions or alterations to, or any unauthorized use of Internet Banking / SMS Banking / Phone Banking by the applicant / user;
 - (iii) any misrepresentation or breach of representation or warranty made by the applicant / user contained herein;
- or
- (iv) any breach of any covenant or obligation to be performed by the applicant / user hereunder. The applicant / user agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

The applicant / user further indemnify, in case the password is forgotten or gets locked after a number of incorrect attempts or accidentally divulged or any other reason and a new password is allotted to him by the Bank at his request; the bank and its successors or assigns against all action proceeding claim, demand, cost, losses, expenses and liability whatsoever which may be brought or made against Bank and its successors or assigns, its directors, employees, representatives, agents and/or affiliates in consequences of issuing "New Password" to them and shall keep the Bank harmless in case of any financial loss suffered by the Bank due to misuse of their Previous / New password by the applicant / user or any third person and operate the Bank's account or whatsoever by way of availing IB/SMSB/PB facility of the bank, which may result into loss to the bank for issuing such "Password".

The applicant / user hereby agrees that under no circumstances, Allahabad Bank's aggregate liability for claims relating to IB/SMSB/PB, whether for breach of in tort (including but not limited to negligence) shall be limited to the transaction charges/fees or consideration paid by the applicant/user within the previous twelve (12) months for Internet Banking, excluding any amount paid towards transactions.

20. Disclosure of Information:

The applicant/user agrees that Allahabad Bank and/or their contractors may hold and process their personal Information and all other information concerning their Account(s) on computer or otherwise in connection with the IB/SMSB/PB Service as well as for analysis, credit scoring and marketing. The applicant/user also agrees that Allahabad Bank may disclose, in strict confidence, to other institutions, such personal Information as may be reasonably necessary for reasons inclusive of but not limited to for participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognized credit scoring agencies, or for fraud prevention purposes.

21. Bank's Lien:

To the extent of all outstanding dues, whatsoever, arising as a result of

using IB/SMSB/PB Service extended to and/or used by the applicant/user, Allahabad Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits/scrips held in the Applicant's Account(s) or in any other account, whether in applicant's name or joint name(s).

22. Proprietary Rights:

Allahabad Bank shall make reasonable efforts to advise from time to time the Internet software such as browsers which are required for availing of Internet Banking. There will be no obligation on Allahabad Bank to support all or any versions of the Internet software as may be required for offering IB/SMSB/PB. The user acknowledges that the software underlying the IB/SMSB/PB as well as other Internet related software and any other means which are required for accessing IB/SMSB/PB are the legal property of the respective vendors. The permission given by Allahabad Bank to access IB/SMSB/PB will not convey any proprietary or ownership rights in any trade mark, logos, service rights or in any such software or reports / logs generated from such software. The applicant/user shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying IB/SMSB/PB or create any derivative product based on the software.

23. Disclaimer of Warranties:

The applicant expressly agrees that use of the Website and mobile network or any telecommunication network by him / user / Account Administrator will be at their sole risk. The Website and mobile network or any telecommunication network will be provided on an "as is" and "as available" basis by bank.

Except as warranted in the Terms, Allahabad Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in IB/SMSB/PB.

Allahabad Bank does not warrant that access to the Website and IB/SMSB/PB services shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website or use, accuracy or reliability of IB/SMSB/PB services.

Allahabad Bank will not be liable for any virus, malicious code / contaminant that may enter the User's computer / mobile system as a result of the User using IB/SMSB/PB services. Allahabad Bank does not guarantee to the applicant/user or any other third party that IB/SMSB/PB services would be virus, malicious code free.

24. Change of Terms and Conditions:

Allahabad Bank shall have the absolute discretion to amend or supplement any of the Terms at any time and will endeavour to give prior notice of fifteen days for such changes wherever feasible except for changes in interest rates and/or other variations that are subject to market changes. The Bank may introduce new services from time to time. The availability of the new services will be notified on bank's website as and when they become available. Any changes to the Terms and conditions due to introduction of new services will also be notified on bank's website. By using any new services as may be introduced by Allahabad Bank, the applicant shall be deemed to have accepted the changed Terms and Conditions applicable for new services also.

25. Non-Transferability:

The IB/SMSB/PB Services of the Bank shall be used only by the applicant/user/account administrator and are not transferable under any circumstance.

26. Termination of IB/SMSB/PB Service:

The applicant/user may request for termination of the IB/SMSB/PB services at any point of time by 'giving a written notice of at least 15 days to Allahabad Bank. The termination shall take effect on the completion of the fifteenth day. The applicant/user will remain

responsible for any transactions/communication made through the IB/SMSB/PB services until the time of such termination.

Allahabad Bank may withdraw or terminate the IB/SMSB/PB services anytime either entirely or its parts with reference to a specific service or user; or in case of breach of Terms by the applicant/user without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the user. On closure of all accounts of the applicant/user IB/SMSB/PB Service will be automatically terminated by the Bank.

27. Notices:

Notices under these Terms may be given by Allahabad Bank and the Applicant:

- electronically to the mail box of either party. Such notices will be regarded as being in writing
- in writing by delivering them by hand or by sending them by post to the last address given by the applicant/user and in the case of Allahabad Bank to its Head Office address as set out hereinabove. Allahabad Bank shall in no way be held responsible for non receipt of the same.

In addition, Allahabad Bank may also publish notices of general nature, which are applicable to all Applicants/Users in a newspaper or on its web site located at www.allbankonline.in or www.allbankonline.com. Such notices will have the same effect as a notice served individually to each applicant/user.

28. Governing Law:

These Terms and/or the operations in the Accounts of the applicant shall be governed by the laws of India. The Parties hereby agree that any legal action or proceedings arising out of the Terms for IB/SMSB/PB services shall be brought in the courts or tribunals at Kolkata in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. Allahabad Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms for IB/SMSB/PB services in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction. Any provision of the Terms for IB/SMSB/PB services which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

The user also confirms to adhere to all applicable regulations & guidelines prevalent currently or issued in future by the Reserve Bank of India.

29. Applicability to Future Accounts:

Allahabad Bank and the Applicant agree that if the Applicant opens further Accounts & subscribes to IB/SMSB/PB services of Allahabad Bank, and Allahabad Bank extends the IB/SMSB/PB services to such Accounts and the Applicant opts for use thereof, then the Terms shall automatically apply to such accounts / further use of the IB/SMSB/PB services by the applicant/user.

30. General:

(a) The clause headings herein are only for convenience and do not affect the meaning of the relative clause. Allahabad Bank may subcontract and employ agents to carry out any of its obligations under this contract. IB/SMSB/PB service would be available to the applicant/users during timings specified by Allahabad Bank from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction. The applicant/user would have to ensure that the equipment used for availing of IB/SMSB/PB services meets the criteria as may be specified by Allahabad Bank from time to time. All costs incurred by the applicant/user including telecommunication costs to use the IB/SMSB/PB would be borne by the applicant/user. As a tool to correct misunderstandings, the applicant/user understands, agrees and authorizes Allahabad Bank, at its discretion, and without further prior notice to the applicant/user, to monitor and record any or all telephone conversations or electronic communications between the applicant/user and Allahabad Bank and any of its employees or

agents.

These terms and conditions contain Allahabad Bank's entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the applicant/user and Allahabad Bank for IB/SMSB/PB services. The applicant/user acknowledges that it has not relied on any representation made by Allahabad Bank or any of its employees or agents and has made its own independent assessment of IB/SMSB/PB services. No third party will have any rights or claims under these terms and conditions.

(b) i) Allahabad Bank shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) balances lying in any accounts of the applicant/user(s), whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of Allahabad Bank (whether by way of security or otherwise pursuant to any contract entered / to be entered into by the applicant/user(s) in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of Allahabad Bank's services extended to and/or used by the applicant/user(s) and/or as a result of any other facilities that may be granted by Allahabad Bank to the applicant/user(s) Allahabad Bank is entitled without any notice to the applicant/user(s) to settle any indebtedness whatsoever owed by the applicant/user(s) to Allahabad Bank (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Applicant/User(s) with Allahabad Bank notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. Allahabad Bank's rights hereunder shall not be affected by the applicant/user(s)' bankruptcy, death or winding-up. It shall be the applicant/user(s)' sole responsibility and liability to settle all disputes/objections with any such joint account holders.

(ii) In addition to the above mentioned right or any other right which Allahabad Bank may at any time be entitled whether by operation of law, contract or otherwise, the applicant/user authorizes Allahabad Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the applicant/user with or to any branch of Allahabad Bank; (b) to sell any of the applicant/user securities or properties held by Allahabad Bank by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to Allahabad Bank from the applicant/user, including costs and expenses in connection with such sale; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of Allahabad Bank.

31. Assignment:

Allahabad Bank shall be entitled to sell, assign, securities or transfer Allahabad Bank's right and obligations under the Terms and any security being in favour of Allahabad Bank (including all guarantee/s) to any person of Allahabad Bank's choice in whole or in part and in such manner and on such terms and conditions as Allahabad Bank may decide.

Any such sale, assignment, securitization or transfer shall conclusively bind the applicant and user and all other persons. The applicant/user, his heirs, legal representatives, executors, administrators and successors are bound by the Terms. Allahabad Bank may subcontract and employ agents to carry out any of its obligations under this contract. However, the applicant/user shall not be entitled to transfer or assign any of his rights and obligations hereunder.

32. Communications through Electronic means: Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website. Allahabad Bank would be deemed to have fulfilled its legal obligation to deliver to the applicant/user any document if such document is sent via electronic means. Failure to advise Allahabad Bank of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.

33. Privacy Policy:

Allahabad Bank (AB) recognizes the importance of protecting the confidentiality and security of any personal information obtained from the visitors of Bank's web site. Bank is strongly committed to safeguarding applicant's/user's privacy online and have established the following privacy policy that will apply to applicant/user, as a visitor of the site:

- Applicant/user is not required to provide any personal information on this website unless they choose to do so. By submitting applicant's/user's personal information and pressing the 'submit' button, applicant/user consent to the content of this Privacy Policy and accept the conditions set out herein;
- Allahabad Bank does not sell or rent personal information.
- Employees of the Bank will not discuss the business affairs of any client with any other employee, except on a strict need-to-know basis
- Allahabad Bank does not release client information, except upon a client's authorization or when permitted or required by law.
- Allahabad Bank will not sell applicant's/user's personal information to any third parties. Allahabad Bank will only share the information with such third parties if and to the extent required by law or for regulatory purposes.
- This site may contain links to other sites. Allahabad Bank does not control the information collection of sites that can be reached through links from this or any site controlled by Allahabad Bank. If applicant/user have questions about the data collection procedures or privacy policy of linked sites, please contact those sites directly.
- Allahabad Bank reserves the right to add, amend, revise, or suspend the privacy policy from time to time.

I/We hereby declare that I/we have read the above terms & conditions and understood and accept them & agree to abide by it & shall be binding on me/us.

Place:

Date:

Signature

with Seal (where applicable)

Allahabad Bank
Terms & Conditions for Mobile Banking Services

Definitions: The following words and expression shall have the corresponding meanings wherever appropriate:

1. “Account” shall mean an account with the Bank in which a request for availing the Mobile Banking Services has been registered.	2. “Bank” shall mean Allahabad Bank.
3. “MB” shall mean Mobile Banking Services of the Bank.	4. “Mobile Phone Number” shall mean the mobile number that has been used by the customer to register for the facility.
5. “mPIN” shall mean 4 (four) digit numeric mobile pin (password) for the Mobile Banking Services.	6. “T & C” shall mean Terms and Conditions.
7. “tPIN” shall mean 4 (four) digit numeric transaction pin (Password) for the Mobile Banking Services.	8. “Trigger” shall mean the customized triggers that are required to be set by the customer with Allahabad bank, which shall enable Bank to send the alerts relating to his account/s on the mobile phone number.
9. “IMPS” shall mean Interbank Mobile Payment Service	10. “MMID” shall mean Mobile Memory Identifier. MMID is combination of MBIN (Mobile bin) and MAS (Mobile account selector)

2. Applicability of Terms and Conditions: These terms and conditions are applicable for user using Mobile Banking and Bank. No customer is entitled to use MB without agreeing T&C for MB services. These T&C shall be in addition to and not in derogation of other T&C relating to any account of the customer and/ or the respective product or the service provided by the Bank unless otherwise specifically stated. The agreement shall remain valid until it is replaced by another agreement or terminated by either party or the account is closed, whichever is earlier.

3. General rules Governing Mobile Banking Services

- 3.1. The facility will be available to customers having a Savings/ Current accounts in the Bank.
- 3.2. MB is available for domestic as well as NRI customer.
- 3.3. In case of NRE/NRO customers fund transfer facility is restricted to intra-bank fund transfer from NRE to NRE & NRE to NRO accounts only.
- 3.4. After receiving alerts from bank, customer will install the application from provided link.
- 3.5. Customer will receive application password, mPIN and tPIN through SMS.
- 3.6. Entering the wrong mPIN and tPIN thrice will block the MB to the account for the day.
- 3.7. The USER must keep the User-id, Password, mPIN and tPIN totally confidential and not reveal the user-id/password to any third party.
- 3.8. User will not allow to let any unauthorized person have access to his handset/mobile phone or leave the same **unattended** while using Mobile Banking Services.
- 3.9. In the case of a joint account where mode of operation is “either or survivor” any of the joint account holders can use the facility. The transactions in such accounts shall be binding on all the joint account holders, jointly and severally.
- 3.10. The bank reserves the right to reject a customer’s request for MB without assigning any reason.
- 3.11. Apart from inter bank and intra bank Fund Transfer through NEFT, bank is offering IMPS (Interbank Mobile Payment Service) for transferring funds using Mobile number of the beneficiary with an additional 7 digit MMID. Users of MB will be automatically issued with a MMID for the primary account

of MB. Acceptance of terms & conditions of MB implies consent of the customer for issue of MMID also.

3.12. The daily upper limit under the facility, per customer shall be ₹ 5000 per transaction and ₹ 50000 per day for aggregate of fund transfer.

3.13. Any change in the business rules of any of the processes will be notified on Bank's website www.allahabadbank.in which will be construed as sufficient notice to the customer.

4. Usage of Facility: By Accepting the terms and conditions while registering for the facility, the customer:

4.1. agrees to use the MB for financial and non financial transactions offered by the Bank time to time.

4.2. also irrevocably authorizes the bank to debit the accounts which have been enabled for MB for all transactions/ services undertaken by using mPIN & tPIN.

4.3. authorizes the Bank to map the account number, user id and Mobile number for the MB offered by Bank and preserve the data for further banking/technology products that it may offer.

4.4. agrees that he/she is aware and accepts that MB offered by the Bank will enable him /her to transact using mPIN and tPIN within limit prescribed by the Bank and will be deemed as bonafide transaction.

4.5. agrees that the transactions originated using the mobile phones are non retractable as these are instantaneous/ real time.

4.6. understands and explicitly agrees that Bank has the absolute and unregulated right to revise the prescribed ceilings from time to time which will be binding upon him/her.

4.7. agrees to use the facility on a Mobile phone properly and validity registered in his/her name only with the Mobile Service Provider and undertake to use the facility only through Mobile Phone number which has been used to register for the facility.

4.8. agrees that while the Information Technology Act, 2000 prescribed that a subscriber may authenticate an electronic record by affixing his digital signature which has been given legal recognition under the act, the Bank is authenticating the customer by using Mobile number, mPIN, tPIN and any other method decided at the discretion of the Bank which may not be recognized under the IT Act, 2000 for authentication of electronic records and this is acceptable and binding to the customer and hence the customer is solely responsible for maintenance of the secrecy and confidentiality of the all PINs without any liability to the Bank.

4.9. agrees to acquaint himself/herself with the process for using the facility and that he/she shall be responsible for any error made while using the facility.

4.10. agrees to authorize the Bank to carry out all requests/transactions purporting to have been received from his/her mobile phone and authenticated with his/her mPIN and tPIN. In the case of payment facilities like fund transfer, mobile top up, bill payment etc. the customer shall be deemed to have expressly authorized the Bank to make the payment when a request is received from him/her.

4.11. agrees to advise the Bank of any change in his mobile number or loss/theft of Mobile phone by adopting the procedure laid down by the Bank for the purpose.

4.12. agrees to provide correct information to the Bank through the use of the facility or any other method. In case of any Discrepancy in this information, the customer understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if customer reports such error in the information.

4.13. accepts that the Bank shall not be responsible for any errors which may occur in spite of the steps taken by the Bank to ensure the accuracy of the information and shall not have any claim against the Bank in an event of any loss/damage suffered as a consequence of an information provided by the Bank found to be not correct.

5. Others:

5.1. The Mobile banking facility available to the customers only if the customer is within cellular circles of the telephone network providers or in the circles forming the part of the network of such telephone service providers.

- 5.2. The Telecom service provider of the customer levy charges for each SMS/dial/GPRS and the Bank is not liable for any dispute that may arise between such telecom service provider and the customer.
- 5.3. The Bank reserves the right to decide what services may be offered. Addition/deletion to the services offered under the facility are at its sole discretion.
- 5.4. While it shall be endeavor of the Bank to carry out the instructions received from Customer promptly, it shall not be responsible for the delay/failure in carrying out the instruction.

6. Charges :

The Bank reserves the right to charge the customer a fee for the use of Mobile Banking and change the fee structure at its discretion. Display of such charges on Bank's website would serve as sufficient notice and the same is binding on the customer.

7. Accuracy of Information:

- 7.1. It is the responsibility of the Customer to provide correct information to the Bank through the use of the Facility or any other method. In case of any discrepancy in this information, the customer understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.
- 7.2. The customer understands that the Bank will try, to the best of its ability and effort, to provide accurate information and shall not hold the Bank responsible for any errors or omission that may occur due to reasons beyond the control of the Bank.
- 7.3. The customer accepts that the Bank shall not be responsible for any errors which may occur in spite of the step taken by the Bank to ensure the accuracy of the information and shall not have any claim against the Bank in an event of any loss/ damage suffered as a consequence of an information provided by the Bank found to be not correct.

8. Responsibility and obligation of the Customer :

- 8.1. The Customer will be responsible for all transactions including, unauthorized /erroneous /wrong/ incorrect /mistaken /false transactions made through the use of his / her mobile phone, SIM card and mPIN, regardless of whether such transaction are in fact entered into or authorized by him/her. The customer will be responsible for the loss/damage, if any suffered in respect of all such transactions.
- 8.2. The customer shall take all possible steps to ensure that the application and his/her mobile phone are not shared with anyone and shall take immediate action to de-register from MB as per procedure laid down in case of misuse/theft/loss of the mobile phone or SIM card.
- 8.3. The Customer will use the services offered under the facility using mPIN and tPIN in accordance with the procedure as laid down by the Bank from time to time, including the terms and conditions contained herein.
- 8.4. The Customer shall keep the USER ID and all Pins confidential and will not disclose these to any other person or will not record them in a way that would compromise the confidentiality of the same or the security of the service.
- 8.5. It will be the responsibility of the customer to notify the Bank immediately if he/she suspects the misuse of the mPIN and tPIN. He will also immediately initiate the necessary steps to change his Pins.
- 8.6. If the mobile phone or SIM is lost, the user must immediately take action to de-register from MB from home branch of the primary account or as per branch.

- 8.7. The customer accepts that any valid transaction originating from User ID and /or registered mobile phone number shall be assumed to have been initiated by the customer and any transaction authorized by Pins is duly and legally authorized by the customer.
- 8.8. The customer shall keep himself/herself updated with regard to any information /modification relating to the services offered under the facility which would be publicized on the Bank's websites and at the branches and would be responsible for taking note of /compliance of such information/ modifications in making use of the facility.
- 8.9. The customer shall be liable for all loss or breach of the T&C contained herein or contributed or caused the loss by negligent actions or a failure to advise the Bank within a reasonable time about any authorized access in the account.
- 8.10. The customer shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection/SIM card/mobile phone through which the facility is availed and the Bank does not accept /acknowledge any responsibility in this regard.
- 8.11. It is the responsibility of the customer to notify the Bank, about any change in mode of operation of accounts, through a separate communication, making a specific reference to MB availed. It is also the responsibility of the customer to notify the Bank, any other change in operation of the account which will otherwise make the account ineligible for the MB. Any failure on the part of the Customer to advise the Bank separately shall continue to bind all the account holders, jointly and severally for the transactions through this facility
9. **Termination:** Bank reserves the right to terminate the facility of Payment platform/any or all of the Mobile banking facility, either partially or in the totality, at any time whatsoever , without prior notice. Bank also reserve the right at any time without prior notice to add/alter/modify/change or vary all of these Terms & Conditions.
10. **Indemnity:** In consideration of the Bank providing the facility, the Customer agrees to indemnify and hold the Bank harmless against all actions, claims, demands proceedings, loss, damages, costs, charges and expenses which the Bank may at any time incur, sustain, suffer or to be put to as a consequences of or arising out of or in connection with any services provided to the customer pursuant hereto. The customer shall indemnify the Bank for unauthorized access by any third party to any information/instructions/triggers given by the customer or breach of confidentiality.
11. **Disclaimer:**
- 11.1. The customer is solely responsible for protecting his tPIN, mPIN and Mobile Phone. The bank will not be liable for
- any unauthorized use of the customer's identification details viz. user id and password, mobile number, mPIN and tPIN or for any fraudulent duplicate or erroneous instructions/ triggers given by use of the customer's mPIN or tPIN.
 - acting in good faith on any instructions/triggers received by Bank.
 - error, default, delay or inability of Bank to act on all or any of the instructions/triggers.
 - loss of any information/instructions/alerts in transmission.
 - unauthorized access by any other person to any information/instructions/triggers given by the customer or breach of confidentiality.
- 11.2. The Bank will not be responsible if the application is not compatible with/does not work on the mobile handset of the customer.
- 11.3. Bank will not be concerned with any dispute between the customer and the cellular service provider and makes no representation or give no warranty with respect to the quality of the service provided by the cellular service provider or guarantee for timely delivery or accuracy of the contents of alert.

12. Governing Law & Jurisdictions :

- 12.1. The facility and the terms and conditions of the same are governed by the applicable laws in India.
- 12.2. Any Dispute or claim pertain to the facility and/or the terms and conditions herein are subject to the exclusive jurisdiction of competent courts/tribunals/forum in Kolkata and the customer agrees to such exclusive jurisdiction in Kolkata.

I/We hereby declare that I/we have read the above terms & conditions and understood and accept them & agree to abide by it & shall be binding on me/us.

Place:

Date:

Signature

with seal (where applicable)