

## Terms and Conditions

These terms and conditions apply to and regulate the operation of the Deposit Accounts (the "Account") offered by RBL Bank. These terms and conditions shall be in addition to any other terms as stipulated by RBL Bank from time to time.

The Customer acknowledges and agrees that the Bank may at its sole discretion add to, modify or amend the Terms (including the Charges) from time to time and such changes shall be communicated to the Customer, but individual communication may not be sent to him. The Terms shall be available at the Bank branches and on the Bank's website. The Bank may publish notices of general nature which are applicable to the Customers on its website or on its notice board or in any other mode as may be decided by the Bank. Such notices would have the same effect as a notice served individually to each Customer.

The Customer agrees that the opening and maintenance of the Account and availing of the Services is subject to the rules and regulations introduced or amended from time to time by the Reserve Bank of India.

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.

These terms and conditions form the contract between the Customer and RBL Bank. The Customer shall apply to RBL Bank in the prescribed form for opening and operation of the Account and availing of the related Services. By applying for opening the Account, the Customer acknowledges that he / she has /have read understood and accepted these terms and conditions.

### Definitions:

1. **"Account"** means any account of the Customer with the Bank including without limitation any Savings Bank Account, Current Account, Special Institutional Savings or Current Account, Resident savings Fixed Deposits, , Non Resident (Ordinary) ("NRO") savings Account, Non Resident (External) ("NRE") savings Account, NRE Fixed deposit Account, NRO Fixed Deposit Account, Foreign Currency Non Resident ("FCNR") Deposits and such other accounts or their variant as may be notified by RBL Bank from time to time
2. **"Account Opening Form"** or **"Application Form"** or **"AOF"** or **"Customer Information form"** or **"CIF"** refers to the account opening/ customer information form submitted/ provided by the Customer with required information relating to the Customer for opening, operation, maintenance of Accounts with RBL Bank from time to time;

3. "**Customer**" refers to any person/ applicant/entity who has accepted these Terms and is holding an Account with RBL Bank and, where there is more than one such person, it shall be construed, as the context requires, to mean any, all or each of them.
4. "**Deposit Advice**" or "**Deal Confirmation Advice**" or "**Balance Confirmation Certificate**", in relation to any Accounts, means the account (including balance therein) or deposit confirmation advice sent by the Bank to the Customer in connection with the relevant account or deposit containing the final commercial terms and conditions for the relevant account or deposit as approved by the Bank, which shall be final and binding on the Customer;
5. "**Debit Card**" means a valid and subsisting debit card issued by the Bank to its Customer.
6. "**KYC documents**" shall mean "know your customer" documents submitted by the individual/ entity at the time of account opening or for any other purpose which entails change of customer details in the prescribed format of the Bank
7. "**Non-Resident**" means Non-Resident as defined under Foreign Exchange Management Act, 1999 and as updated from time to time.
8. "**NRE Account**" means Non Resident External Account as defined & explained under Foreign Exchange Management Act, 1999 and as updated from time to time.
9. "**NRO Account**" means Non Resident Ordinary Account as defined and explained under the Foreign Exchange Management Act, 1999 and as updated from time to time.
10. "**Quarter**" shall mean a financial quarter i.e. April – June, July – September, October – December, January – March in any financial year.
11. "**RBL Bank**" or "**Bank**" shall mean RBL Bank Limited having its registered office at Shahupuri, Kolhapur- 416 001 and operating in these presents through its corporate office at One Indiabulls Centre, Tower 2B, 6th Floor, 841, Senapati Bapat Marg, Lower Parel, Mumbai- 400 013
12. "**Services**" shall mean the financial services provided by RBL Bank in connection with the saving/ Current/ Special Institutional accounts and more particularly described in these Terms.
13. "**Website**" refers to the website owned, established and maintained by RBL Bank at the URL [www.rblbank.com](http://www.rblbank.com)
14. "**Alerts**" mean messages sent to the Customer over certain channels of electronic medium – which are triggered by certain events taking place in respect of the Account of the Customer or otherwise
15. "**Alert Facility**" shall mean the facility of sending Alerts provided by the Bank.

16. **"Pre-Defined Events"** shall mean the events, identified by the Bank from time to time, which will trigger the Alerts. These events can be in respect of the Customer's Account, Bank Services / Schemes or otherwise.
17. **"Messages"** means the information provided on Alerts
18. **"Bank Holiday"** means Sunday or public holiday as declared under the Negotiable Instruments Act, 1881 even though the Bank may be open on those days.
19. **"Charges"** shall mean all charges, fees, interest, costs levied by the Bank with respect of any Account and/or Services and/or otherwise on the Customer.
20. **"CRN"** means the Customer Relationship Number that is allocated by the Bank to each customer for the purpose of identification.
21. **"Internet"** refers to a network of computers and other electronic devices which share and exchange information and is at once a worldwide broadcasting capability, a mechanism for information dissemination, and a medium for collaboration and interaction between individuals and their computers without regard for geographic location.
22. **"Net Banking"/ "Net Banking" Site/Web Site** means availing of the facilities offered by the Bank to carry out various transactions or avail of the information over the Internet.
23. **"Joint Account"** means the Account held by more than one individual Customer.
24. **"Law"** means (unless otherwise indicated) the laws in force in India at the relevant time.
25. **"Mailing Address"** is the address of the Customer recorded with the Bank as the address to which all correspondence of any kind is to be sent and as changed in the records of the Bank by the Customer from time to time in the manner prescribed by the Bank.
26. **"Operating Mandate"** means the mode of account usage as may be specified by the Customer at the time of opening the Account with the Bank.
27. **"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 subsequently changed by the Customer as per Customer's choice, for operating the Account and/or to avail specified Net Banking Service.
28. **"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.
29. **"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.
30. **"RBI"** means the Reserve Bank of India.

31. **"My Mail"** means email facility available to Net Banking customers after they log into the site using their User ID and password.
32. **"Standing instructions"** are debit instructions set to be executed on future dates during a period specified by the Customer at a time interval specified by the Customer.
33. **"Technical Snags"** includes any problems and difficulties arising due to routine maintenance requirements, excess demand, power and electricity failure, computer errors, programming errors, software or hardware errors, computer breakdown, Internet or network failure, faults in the telecommunications network, non-availability of Internet connection, communication problems between the Bank's server and Customer's computer network, shutting down of the Bank's server, 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.
34. **"Terms"** shall mean Terms as may exist now and as may be amended from time to time.
35. **"User Id"** means and includes any randomly generated code, allotted by the Bank to the Customer for operating the Account and/or to avail specified Net Banking Service.
36. **"Working days"** means the days, which are not Bank Holidays.
37. The words "**he**", "**his**" is generic and shall be used interchangeably for a male or female or legal juristic person, association of persons, consortium in connection and reference to a Customer and having an Account with the Bank.

### **Interpretation**

1. All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
2. Words importing any gender include the other gender.
3. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
4. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms.

## GENERAL TERMS

- **Acknowledgement**

The Customer acknowledges that he has read, reviewed and understood these Terms and unconditionally agrees to abide by the Terms and rules in force and any changes to the same from time to time. The Customer acknowledges that the Account or Services that are offered to the Customer are not transferable under any circumstances and shall be used only by the Customer. The Customer cannot assign these Terms to any third party.

- **Address**

Bank shall send all communications, correspondences, statement of accounts, 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 any change of his Mailing /Registered Address in writing with supporting address proof. However, if 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 all 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 affected unless communicated in writing by all the holders.

If the Customer does not receive any mail sent by the Bank at such address due to any reason whatsoever, the Bank shall not be responsible. The reasons may include (but not be limited to) fault of the postal/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 thereof. In case of non-delivery or non-receipt of the mail, Bank will not be responsible or liable to re-deliver the same.

- **Communication By Customer**

The Customer should communicate with the Bank only via the mode that is specified and the Bank is not bound by communication received via any other mode. Specifically if certain kinds of transaction requests are not allowed through phone or email, the same should not be used. The customer should not use My Mail for time critical instructions e.g. stop cheque and hot carding.

- **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 the action of the correspondent Bank and/or any delay in realization of cheques deposited.

- **Authorised Signatory**

The individual expressly authorized by entities including companies, societies, associations, trusts and partnerships to operate the accounts / access services as per powers conferred by the entity.

- **Disclosure Of Information**

Customer hereby irrevocably agrees to and consents that the Bank may disclose at any time and share with or in any manner make available to any agencies, bureau's, affiliate companies, firms, associations, corporate bodies and other persons including any outside agencies any information of the Customer as may be 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 may be necessary for reasons inclusive but not limited to, participation in any telecommunication or electronic clearing network, in compliance with a legal or regulatory directive/instruction, For credit rating by a credit rating agency, For fraud prevention purposes

- **Holiday Processing**

Any transactions on any day which is a Bank Holiday or after the time, when the clearing of cheques/pay orders/drafts and recording of transaction in its books, is normally affected by the Bank, 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 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 may be made applicable by RBI.

- **Force Majeure**

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 arisen out of or related to failure of any computer or other electronic systems, acts of any third parties engaged by the Bank, any act of God/acts of state/war/riot/fire/civil commotion/strikes/any other orders of governmental/semi-governmental/local authority/any similar cause/for any reasons beyond the reasonable control of the Bank.

- **Accuracy Of Personal Information**

The Customer is responsible for the correctness of information supplied to the Bank at the time of opening the Accounts or availing any of the Services. The Bank shall not be liable for any consequences arising out of erroneous or misleading information supplied by the Customer. If the Customer suspects that there is an error in the Information supplied to the Bank, the Customer shall advise the Bank in writing. The Bank accepts no liability for the consequence arising out of erroneous, incorrect, untimely or incomplete information supplied by the Customer.

- **Applicable/Governing Law**

These Terms, Accounts/Services and obligations of the Bank shall be governed and be subject to laws and guidelines as may be issued by RBI from time to time. The Bank accepts no liability whatsoever, direct or indirect, for noncompliance with the laws of any country other than that of India. The mere fact that the Account/Services can be accessed through Internet 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.

- **Compliance With Law**

All Customers must be eligible and capable by law to open and operate the Account. 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. All the Customers agree that they are aware of and shall comply with any law that may be applicable to any of the transactions they carry out, in India or abroad, through their Accounts. The Bank shall not be responsible or liable to any third party for the Customer's violation of any law.

- **Arbitration**

The Customer agrees that he will, at all times, make all attempts to resolve all differences arising in respect of the Terms 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. Such arbitration shall be resorted to unless the differences are falls 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. 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. 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.

In the event of any breach or threatened breach by the Customer's authorized representatives/employees of the Terms or the respective agreements between them and the Customer, the Customer shall cooperate with the Bank in any manner as may be required to restrain such breach, including the pursuit of all legal remedies.

- **Indemnity:**

The Customer hereby agrees that the Customer shall, at his/its own expense, indemnify, defend and hold harmless RBL Bank from and against any and all liability any other loss that may occur, arising from or relating to the operation or use of the Account or the Services or breach, non-performance or inadequate performance by the Customer of any of these Terms or the acts, not-errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations.

Under no circumstances shall RBL Bank be liable to the Customer for any indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services.

RBL Bank shall not be liable for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the Customer howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.

If any sum due and payable by the Customer is not paid on the due date, including without limitation any moneys claimed under this Paragraph, the Customer shall be liable to pay interest (both after as well as before any judgement) on such unpaid sum at such rate or rates as RBL Bank may from time to time stipulate from the date payment is due up to the date of payment.

The Customer shall solely be responsible for ensuring full compliance with all the applicable laws and regulations in any relevant jurisdiction in connection with establishment of his/her Account with RBL Bank and shall indemnify and keep indemnified RBL Bank from all actions, proceedings claims, losses, damages, costs and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by RBL Bank in connection with any failure to comply with any such applicable laws/regulations.



## **Deposit Accounts (Current Account , Saving Accounts, Salary Accounts, Non-Resident External Account, Non-Resident Ordinary Account, Foreign Currency Non Resident Account and Fixed Deposits-Resident & Non-Resident)**

The account opening formalities are governed by the policies of RBL Bank and may be revised from time to time. It may require customer/s to submit duly filled application form/s along with the prescribed set of KYC documents.

In many instances the Customers may also be required to deposit amount by cash/ cheque (drawn on the first account holder) as initial funding. Bank has put a limit on the amount that can be funded in a new account by cash (verify with the branch/ Bank contact centre for the current limit).

The mere acceptance of AOF/ initial deposit by the Bank does not construe opening of account by the Bank. The Bank reserves the right not to open an account if it finds any of the documents not satisfactory, or there is a verification failure for the address provided by the Customer or any other reason which the Bank might feel does not comply with the KYC guidelines of the Bank.

In case the Account is opened with an account opening cheque, RBL Bank reserves the right not to open/activate the Account in the event the account opening cheque is dishonoured.

For instances where the Bank is unable to open the account, the Bank shall not be liable, in any event, to return the discrepant or other documents or provide any details to the individual or applicants . The Bank also reserves the right to dispose the documents in a suitable manner without any prior notice to the individual/applicant.

Thereafter, if the individual or applicant intends to open/ avail of a new Account / transaction with RBL Bank, then fresh KYC Documents shall be submitted by such individuals/ applicants as may required by RBL Bank for processing.

Customers should note that the welcome kits are only sent to Customer's correspondence address as provided by the Customer in his/ her/ its application form/ any request application that has been duly verified as part of KYC norms and registered with the Bank. Despatches are made either through authorized courier or through registered post. If Customer does not receive the welcome kit / deliverable within specified duration, the same needs to be reported at the branch so that a re-despatch is initiated. The Bank may block / close the account in case the deliverables / welcome kit is returned.

With the endeavour to reduce the overall Turnaround time for account opening, the Bank facilitates account opening via Instant account opening kits for select products. The customers in such instances are provided with non-personalized deliverables like Debit Card/cheque book at the time of submission of KYC and other relevant documents. The Bank however reserves the right to activate the account only upon satisfactory due-diligence of the KYC documents and on receipt of clear funds for cases where an account opening cheque has been submitted along with the KYC documents.

Any transactions undertaken from this account, shall be in compliance of all the FEMA rules, regulations or notifications thereunder.

- **Eligibility:**

Savings Account may be opened by customers with any of the following residential status:

1. Resident Indians: Resident Individuals (sole or joint account), Hindu Undivided Families, Foreign nationals residing in India.
2. Non-Resident Indians: Non Resident Individual and Persons of Indian Origin as per FEMA definition including Seafarers of Indian nationality / origin employed by overseas shipping companies, Indian government employees with Diplomat passports, Students pursuing studies in foreign countries.

Savings Accounts can be opened for a minor (below age of 18). Accounts can also be opened for 'visually impaired' as well as "Illiterate persons" provided they satisfy the KYC need of the Bank. The operations of such accounts will be bound by the procedural guidelines of the Bank. The Bank does not provide cheque book, internet/mobile banking facility for such accounts.

3. Savings Account can also be opened by a Trust, Association, Society, Club, NGO, Charitable Hospital, Educational Institute, Section 25 companies that are eligible to open a savings account as per RBI guidelines.

A Current Account may be opened in the name of legal entity for non-individual customers.

- Sole Proprietorship, Hindu Undivided Family (HUFs), Partnerships/Limited Liability Partnership, Private Limited Company, Co-operative Society/Subsidiaries and Associations/Trust/Club, Religious Organisation/ Educational Institute/ Government Body, Association of Persons, Public Sector Undertakings, Domestic Banks/ Regional Rural Bank/ Domestic Co-operative Banks, Foreign Institutional Investors/ Foreign Companies, Foreign Banks, Insurance/ Asset Management Companies, Non-Government Organisation (NGO/ Charitable Trust).

All the Accounts maintained in the name of an individual shall be operated singly by the individual or the Power of Attorney/Mandate holder of such individuals and in the case of joint accounts, by the account holders jointly, or by either of the joint-holder/s or as may be specified by the joint account holder/s in the opening form, or by their Power of Attorney holders/Mandate holder and accepted by RBL Bank in its discretion.

If an NRO account is being operated through a resident Power of Attorney/Mandate Holder the operations of such resident Power of Attorney/Mandate Holder shall be restricted to:

- a. All local payments in Indian Rupees ("INR") including payment for eligible investments, subject to compliance with relevant regulations of Reserve Bank of India ("RBI"); and
- b. Remittance(s) outside India of the Customer's current income in India, net of applicable taxes. The remittance will be made subject to applicable RBI regulations and approvals

The resident Power of Attorney/Mandate Holder is not permitted to:

- a. Repatriate outside India funds held in an account other than to the offshore account of the Customer;
- b. Make a payment by the way of gift to a resident on behalf of the Customer; or
- c. Transfer funds from an NRO savings account to another savings account

All Customers and/ or their Power of Attorney/ Mandate holder(s) will be responsible for compliance with the above norms (as made applicable from time to time).

In case of joint Accounts, any change in operational instructions or any other information with regard to the Account Opening Form is to be given by all the joint account holders irrespective of the mode of operation.

RBL Bank may send through courier or post from time to time to the mailing address furnished by the Customer, relevant or pertaining to the Account. It is incumbent upon the Customer to intimate change in mailing address, if any, immediately or within 2 weeks of such a change.

RBL Bank shall not be responsible for any loss, damage or consequences for wrong delivery of the above items arising out of non-intimation of change in mailing address.

The Customer is / are expected to examine the entries in the Account statement on receipt, and draw the attention of RBL Bank to any -errors or omissions that might be discovered. RBL Bank does not accept any responsibility for any loss arising out of failure on the part of the Customer to carry out examination of entries in the passbook/statement and to point out such error and/or omission within fourteen (14) days from the date of the statement/ updation of passbook.

The Customer shall open the Account with a minimum balance as prescribed by RBL Bank. The Customer shall be responsible for maintaining Average Monthly Balance (AMB) during a month. Failure to maintain the prescribed AMB may attract service charges as updated on the Bank's website from time to time.

The Customers are expected to provide PAN No. or Form 60 or any other document as may be prescribed by tax authorities from time to time for opening the Account, acceptance of cash deposits etc.

The Customer hereby agrees that in case of a joint account having mode of operation as anyone or survivor, anyone of the Customers, as the account holders, may create a fixed deposit/recurring deposit by placing a request through branches, internet banking or mobile banking channel's as made available by RBL Bank from time to time.

The Customer further agrees that in case of premature closure of Fixed Deposits/ Recurring Deposit held in joint names, the request will be taken from all account holders.

Customer shall not raise any dispute / claim against RBL Bank for creating/closing a fixed deposit/recurring deposit in the manner specified above and shall keep RBL Bank indemnified against any loss / harm suffered by RBL Bank with respect to any dispute / claim raised by anyone in case of joint Customers or any third party.

- **Cheque Book:**

Cheque books will be couriered directly to the mailing address given by the Customer provided all formalities are completed. RBL Bank reserves the right to recover the cost of the cheque book requisitioned.

RBL Bank will record and accept instructions from the drawer for stopping payment requests against cheque/s that are lost, stolen, or not required to be paid against, only if such instructions are received from the drawer by the Bank, prior to presentment of such cheques at the Bank.

RBL Bank shall not be responsible in any manner whatsoever for any losses caused, or payments made, if the cheques are presented for payment to RBL Bank prior to receipt of instructions, if any, from the drawer of the cheque/s or in the case of e-cheques, if the stop payment requests are logged after payment against such cheques has been initiated by RBL Bank. RBL Bank may charge Service charge for such countermanding instructions.

RBL Bank may dishonour and/or return cheques unpaid which are altered, if considered by the Bank to be ambiguous or suspicious in any way, or if received for payment after the validity of the cheque has expired.

- **Demand Drafts:**

The Customer may place a request for issue of demand drafts / pay orders (the "Instrument") by visiting RBL Bank branch or through Internet/Mobile Banking or through such other mode and subject to such terms and conditions as RBL Bank may intimate from time to time.

RBL Bank reserves the right to discontinue the Service at any time without prior notice to the Customer.

RBL Bank shall have the right to reject the request in the event of insufficient balance at any point of time from acceptance of request till dispatch of the Instrument to the Customer. RBL Bank shall be entitled, at its sole discretion to accept or reject such requests. The provision of such Service shall be subject to such charges as may be applicable and the Customer authorises RBL Bank to recover such charges by debiting the Account.

If the Instrument is lost or has to be cancelled once the same is with the Customer or his agent, the request for cancellation shall be accepted at the Instrument issuing RBL Bank branch.

Validity of Cheques / Drafts /– RBL Bank shall not make payment of the aforesaid instruments bearing that date or any subsequent date, if they are presented beyond the period of three months from the date of such instrument or any such validity as updated by Reserve Bank of India from time to time.

- **Safe Keep of Debit Card, Passwords, M Pin and Cheque Book:**

The Customer shall be solely responsible for the safe-keeping and the confidentiality of the statements of account, balance confirmation certificate, cheque books, Debit card and its PIN, user ID and passwords relating to internet banking and such other items relevant or pertaining to the Account.

- **Account Operation**

A Customer may request for transfer of his/her Account from one branch to another branch of RBL Bank by giving a written request.

Transactions are entertained normally during banking hours at the branch where the Account is maintained or at any other RBL Bank Branches under any Branch Banking.

RBL Bank in its sole discretion may restrict the number of withdrawals in the Account.

- **Dormant Account:**

RBL Bank may classify an Account as Dormant: If there are no Customer-induced transactions for 24 months in the Account. i.e no Customer-induced transactions for 12 months after the Account has become Inactive

RBL Bank may in its sole discretion deny Services and / or transaction in the Account of a Customer, which has been classified as Dormant.

The Customer agrees to provide the Bank the relevant details and documents sought by the Bank for activation of the accounts.

- **Collection Facility:**

Cheques, drafts, bills, dividend / interest warrants and other instruments issued in favour of the Customer are accepted for collection on Customer's behalf. The collection of outstation instruments entails collection charges. RBL Bank does not accept any responsibility for loss, delay, mutilation or interception of the instruments in postal or courier transit.

The Customer agree to be bound by the cheque collection policy as updated on RBL Bank's Website i-e [www.rblbank.com](http://www.rblbank.com) RBL Bank has the authority to debit the accounts to recover any amount credited erroneously.

Local cheques, etc., may be tendered for collection sufficiently early in the day as required vis-a-vis the local clearing house timings.

In cases where a cheque is returned, the amount in respect of which had already been credited to the Customer's Account and/or in respect of which withdrawal was permitted, RBL Bank will reverse the credit of such amount and debit the amount equal to the amount of the returned cheque. In such cases, if the Account does not have sufficient funds, the outstanding amount shall be deemed to be a temporary overdraft granted to the Customer and the Customer is bound to repay the amount immediately on demand by the Bank. In debiting the amount as aforesaid, RBL Bank would debit the amount credited or the Rupee amount equivalent to the relevant foreign currency denominated cheque whichever is higher. The service charges, penalties and other charges as applicable will also be levied by RBL Bank in such instances.

- **Overdrawing/Fees and Charges**

If for whatever reasons the Account is lien marked for recovery of any charges, Customer shall pay interest and other charges in accordance with RBL Bank's prevalent rates and practice.

Charges in connection with the operation of the Account and the Services would be levied at the rates as prescribed on the Website/Branch Notice Board from time to time. Charges will be debited to the Account at such intervals as may be deemed fit by RBL Bank.

RBL Bank will also have the right to set-off the service charges, charges for non-maintenance of Average Monthly Balance (AMB) or any wrong credit or late returns reported by the correspondent bank /counter party by debiting the Account, without requirement of providing further notice or seeking additional consent / authorisation.

The Customer agrees and confirms that in the event any of the Services in connection with the Account are or become liable to tax under the applicable laws and regulations, the Customer shall bear all the taxes or duties (by whatever name called) in connection with such Services and RBL Bank is hereby authorised to deduct any such amount from the Account, without requirement of providing further notice or seeking additional consent / authorisation.

- **Pass Book / Statement of Account:**

RBL Bank offers, free of cost, to the Customer/s who are individuals the option of availing a passbook and a monthly e-mail statement of their Savings/Non-Resident Savings(NRE & NRO)/Current Account ("Account"). All customers will receive the e-statement by default in the registered E-mail ID.

In addition to the aforesaid, the physical monthly statement of Account for the previous month shall be available to all Customer/s on request, free of cost, at any RBL Bank branch. Customer/s shall also be able to view/download the statement of Account from the internet banking in relation to their Account/s with RBL Bank as per the process prescribed in this regard by RBL Bank.

Duplicate statement of Account shall be issued at the request of the Customer for a fee, as intimated by RBL Bank, from time to time.

It is the sole responsibility of the Customer to get their passbook updated from any branch on a regular basis. Customers are expected to examine the entries as reflected in the Passbook/Statement of Accounts and immediately intimate the bank of any errors or omissions. The bank would then investigate the matter and rectify the discrepancy, if required. Entries in the Passbook/Statement of Accounts are system generated and thus, do not require any authentication /signature by a Bank official. In case the customer fails to get his/her passbook updated on a regular basis and, transactions to be updated in the passbook are older than 6 months, the Bank would only provide a statement of account for the said period after collecting a nominal charge. The passbook only reflects the transactions details in the account and is to be used for verification of transactions. Balance as reflected in the passbook is not to be construed as a balance confirmation certificate issued by the Bank.

- **Payment of Interest on Savings Account**

Interest is calculated on a daily basis on the daily closing balance in the Account at the rate in force in accordance with Reserve Bank of India directives. The interest amount calculated is rounded off to the nearest rupee. With effect from April 1, 2016, interest will be paid quarterly in March, June, September and December.

No interest shall be payable on the balance maintained in the Current Account as per directives of Reserve Bank of India.

- **Sharing of Information:**

The Customer undertakes and authorises RBL Bank, its Group Companies to exchange, share or part with all the information, data or documents relating to his/her application to other RBL Group Companies / Banks / Financial Institutions / Credit Bureaus / Agencies / Statutory Bodies / Tax authorities / Central Information Bureaus/ such other persons as RBL Bank / its Group Companies may deem necessary or appropriate as may be required for use or processing of the said information / data by such person/s or furnishing of the processed information / data / products thereof to other Banks / Financial Institutions / credit providers / users registered with such persons and shall not hold RBL Bank / its Group Companies liable for use of this information.

- **Change of Terms:**

RBL Bank shall have the absolute discretion to amend or supplement any of the Terms at any time. RBL Bank may communicate the amended Terms by hosting the same on the Website or in any other manner as decided by RBL Bank. The Customer shall be responsible for regularly reviewing these Terms including amendments thereto as may be posted on the Website.

Notices in respect of the Account, the services and facilities in connection with the Account may be given by RBL Bank either through email or posting a letter to the Customer's address. RBL Bank may also give any notice by posting the notice on the Website and the same will be deemed to have been received by the Customer upon its publication on the Website.

- **Electronic Transactions:**

The Customer agrees to adhere to and comply with all such terms and conditions as RBL Bank may prescribe from time to time, and hereby agrees and confirms that all transactions / Services effected by or through facilities for conducting remote transactions including the Website, RBL Bank 24-Hour Customer Care Centre, World Wide Web, electronic data interchange, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of RBL Bank, for and in respect of the Account, or RBL Bank's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with RBL Bank's terms and conditions for such facilities, as may be prescribed from time to time.

- **Bankers Lien and Set-Off :**

RBL Bank shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on all the deposits held/ balances lying in any Account of the Customer, whether in single name or joint name(s), to the extent of all amounts payable by the Customer arising as a result of any of RBL Bank's services extended to and/or used by the Customer or as a result of any other facilities that may be granted by RBL Bank to the Customer. RBL Bank is entitled without any notice to the Customer to settle any indebtedness whatsoever owed by the Customer to RBL Bank, whether actual or contingent, or whether primary or collateral, or whether joint and/or several, including without limitation indebtedness under any indemnity given by the Customer to RBL Bank hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and transferring monies lying to the balance of any Account(s) held by the Customer with RBL Bank, notwithstanding that the deposit(s)/ balances lying in such Account(s) may not be expressed in the same currency as such indebtedness. RBL Bank's rights hereunder shall not be affected by the Customer's bankruptcy, insolvency, death or winding-up.

In respect of a joint Account, RBL Bank shall be entitled to set-off any sums standing to the credit of such joint account against the debit balance in other accounts which may be held by one or more holders of such joint Account.

- **Closure of the Account:**

RBL Bank reserves the right to close or freeze the Account(s), after due notice to the Customers for reasons which may include, but not limited to, the following:

- a. In case any of the documents furnished towards Identity and address proof are found to be fake / forged / defective;
- b. The Account opening cheque is returned unpaid for financial reasons/ signature not matching;
- c. If RBL Bank has reasons to believe those fraudulent / forged / fake cheques / bank drafts or any such instruments are attempted to be cleared / cleared through the Account;
- d. In case of frequent returns of inward / outward cheques in the Account;
- e. In case a debit balance for reasons, including but not limited to, non-repayment in case of facilities offered by RBL Bank, where repayment is to be made through Customer's Account; reversal of wrong credit; any temporary overdraft granted to the Customers by in the Bank in relation to any facility or otherwise, etc., is allowed to continue for more than 90 days in the Account;
- f. Improper conduct of the Account in terms of volume / type of transactions;
- g. If RBL Bank has reasons to believe that the conduct of the account is unsatisfactory. The Customers shall be solely liable for return of cheques / dishonouring of any instruments consequent to such closure and all costs / charges arising out of such closure / freezing of the Account(s).

Upon closure of the Account(s) for any of the reasons specified above or otherwise, the Customer shall take steps to collect any balance amount in the Account, if any, and till such time the Customer collects such amounts, RBL Bank reserves the right to keep such amounts in a special office account without any interest being payable on the same.



RBL Bank reserves the right, to close the Account without any further notice, in case the account is in debit balance for more than 12 months (6 months w.e.f May 1, 2010) due to reasons, including but not limited to, non-maintenance of AMB, annual fees for Debit/ATM cards, ATM card interchange charges, etc.

- **RBL Bank Salary & Employee Reimbursement Accounts**

These terms ("Terms") are applicable for operating a Salary Account (the "Salary Account") and are in addition to the other terms and conditions for operating the Account ("Terms and Conditions").

"Customer" for the purpose of the Terms shall mean the individual employed with the entity (the "Employer") who has been offered a salary account scheme (the "Scheme") by RBL Bank and which Scheme has been duly accepted by the Employer.

The Customer represents that he/she has read and understood the "terms and conditions" under which the Salary Accounts Scheme is offered to the corporate and agrees to be bound by the terms of the Scheme for the purpose of operation of the Salary Account.

In the event the employment of the Customer with the Employer ceases, the Customer/Employer shall immediately notify RBL Bank regarding such termination of employment. On termination of the employment, RBL Bank reserves the right to close the Salary Account or to treat the Salary Account as an Account wherein the customer will cease to enjoy any/all benefits under Salary Account scheme, provided however the Customer deposits all documents as required by RBL Bank and under such circumstances, these Terms shall cease to apply to such Account and it shall be governed by the Terms and Conditions.

In the event the Employer does not deposit the salary amount into the Salary Account for a continuous period of 3 months , RBL Bank shall be entitled to treat the Salary Account as a Savings Account and the Customer shall be bound to maintain the prescribed Monthly Average Balance..

- **Fixed Deposits**

"Fixed Deposits" are fixed deposits where interest is paid at regular intervals, i.e., Quarterly, or Monthly as requested by the Customer/s at the time of creating the fixed deposits.' Cumulative Fixed Deposits" are fixed deposits where) interest is compounded quarterly and reinvested with principal amount.

"Maturity Value" shall mean the amount payable to the customer at the end of the term of the fixed deposit subject to deduction of any tax as may be applicable.

The effective date of fixed deposit shall be the date on which the amounts of deposit placed are realized by / credited to RBL Bank. No fixed deposit advice will be issued in anticipation of realisation of cheque/s in relation to any deposit and will be issued only on actual receipt of payment / deposit monies.

- **Fixed Deposit Receipt / Fixed Deposit Advice**

A fixed deposit advice shall be issued by RBL Bank by default. Fixed Deposit Receipt will be issued for Tax Savings Fixed Deposit.

- **Auto Renewal**

In case of overdue fixed deposits eligible for auto renewal as per law and under the present terms and conditions, savings bank rate of interest will be payable from maturity date .

For fixed deposits being auto renewed, an SMS/email shall be sent on the registered mobile number and/or registered email address of the customer as available in RBL Bank records at the time of auto renewal of the Fixed Deposit stating the renewed amount and interest rates applicable at the time of auto renewal.

- **Payment of Interest on Fixed Deposit**

Interest on fixed deposits is reckoned/paid at quarterly / monthly intervals and at the rate/s applicable as on the value date of opening of fixed deposits, as the case may be, in accordance with the rate fixed by the Bank from time to time as also directives issued by Reserve Bank of India ("RBI").

- The interest may be paid either in a lump sum at the time of maturity or it may be paid every quarter, every month in accordance with the requirements as provided by the customer and in line regulatory options provided by Reserve Bank of India.
- As per the terms & conditions of fixed deposit accounts of the bank, on pre-mature withdrawal of the deposit, interest will be calculated at the rate applicable for the actual number of days for which deposit has actually remained with the bank or the contracted rate whichever is lower, subject to a premature penalty, if any. The premature penalty if any will be communicated to the customer at the time of booking the Fixed Deposit.
- For term deposits with tenure below 181 days, interest will be calculated at maturity as simple interest.
- The Bank may announce special rates for senior citizens and staff.
- The Bank pays interests are Quaterly rests and hence Fixed Deposits with quarterly payouts, interest is calculated based on annual rates (Simple Interest). However, in case of monthly payouts, interest is paid at a discounted value. For Cumulative deposits, interest is compounded quarterly on completion of exact quarters. For the broken period beyond completed quarters, simple interest is calculated on the cumulated deposit amount for remaining number of days.
- No interest will be paid if the fixed deposit has remained with the Bank for a duration which is less than the minimum tenure.
- For the purpose of interest calculation calendar year is taken to consist of 365 days irrespective of whether it is a leap year.

In respect of term deposit placed in automatic closure mode and are maturing on a holiday (including Sundays, 2nd and 4th Saturday and currency holiday wherever applicable), the deposit shall be closed on the next working day. Bank shall pay interest at the original contracted rate for holiday period on the succeeding working day.

- **Premature/partial closure of Fixed Deposits**

In the event of the fixed deposit being closed before completing the original term of such deposit, interest will be paid at the rate applicable on the date of deposit for the period for which the deposit has remained with the Bank or contracted rate whichever is lower. The deposit may be subject to penal rate of interest as prescribed by the Bank on the date of deposit.

For the deposit amount remaining after the part withdrawal, interest rate will be reset as the rate applicable for the amount remaining, for the original tenure, as prevailing on the date of opening of the deposit.

- **Tax Deducted at Source**

Tax is deducted at source on interest on fixed deposit held by the resident if the interest paid or payable by the Bank for the financial year exceeds the threshold limit specified by Income Tax Act, 1961.

For Traditional FDs (with quarterly / monthly interest payment), tax is deducted on each interest payment and on interest accrued on March 31st of every year. For Cumulative FD, tax deducted on each compounding and on interest accrued on March 31st of every year and on maturity. The TDS amount calculated on the accrued interest is remitted to the tax authorities on behalf of the customer by the Bank. The interest on the TDS amount from April 1st till the next interest payment or compounding or maturity of the deposit is adjusted from the interest payable to the client.

As per provisions of Finance Act 2009, w.e.f April 01, 2010, valid PAN is required to be submitted by all customers whose tax needs to be deducted. In the absence of a valid PAN, tax will be deducted at the prevailing rate or 20% whichever is higher. Also, in case of resident deposits Form 15G/H shall not be treated as valid unless PAN is mentioned in such forms. In case of NRO deposits, Permanent Account Number (PAN) shall be mandatory for Non Resident Indians to avail benefit of lower tax deduction under Double Taxation Avoidance Agreement (DTAA) treaty. According to the Finance Bill, 2012 (as amended from time to time), with effect from April 1, 2012, to avail reduced tax benefits or DTAA on NRO Accounts, it is mandatory for an NRI to provide Tax Residency Certificate ("TRC"). Along with TRC customer need to provide the self- declaration in prescribed format and form 10F. The original TRC needs to be sent to RBL Bank Branch. In case the resident deposit holder does not want the Tax to be deducted at source, they may submit Form 15G / 15H (other than company, firm or co-operative society)/ Exemption Certificate under Section 197 (in case of all holders)/ or any other Tax Exemption Certificate with the Bank. Such form or tax exemption certificate has to be submitted every financial year for each fixed / recurring deposit held and on each renewal of the deposit.

- **Nomination**

Nomination facility is available for the Account in the names of individuals. A nominee cannot be an association, trust, society or any other organisation or any office-bearer thereof in his official capacity. In view thereof, any nomination other than in favour of an individual will not be valid.

Account holders need to request for nomination in the format as prescribed by Reserve Bank of India and as updated from time to time. Further, the nomination request needs to be signed by all Account holders irrespective of the mode of operation of the account. Cases where the nomination has been

requested by affixing thumb impressions and not by Signatures need to be signed and verified by two witnesses.

The Customer is at liberty to change the nominee, by providing declaration to RBL Bank in a format as approved by Reserve Bank of India. Such change in nominee should also be requested for by all Account holders irrespective of the mode of operation of the Account.

The single holder or the joint holders of the Deposit may, by filing in necessary particulars in the prescribed form at the time of making the Deposit, nominate any person who, in the event of death of the single or both the joint holders as the case may be shall become entitled to the Deposit and the payment thereon.

If such nomination is not made at the time of making the Deposit, it may be made by the single holder, the joint holders or the surviving joint holder, as the case may be, at any time after the Deposit receipt is issued but before its maturity, by means of an application in the prescribed form to the officer in charge of the branch of the Bank from which the term Deposit is issued.

In the event of death of the Deposit holder in respect of which a nomination is in force, the nominee shall be entitled at any time before or after the maturity of the Deposit to encash the Deposit. For the aforesaid purpose, the surviving nominee shall make an application to the branch manager of the Bank, supported by proof of death of the Deposit holder as well any other document as may be required by the Bank

If a Deposit holder dies and there is no nomination in force at the time of his / her death, the Bank shall pay the sum due to the deceased, to his / her legal heirs in accordance with RBL Bank's standard policies and procedures.

The amount due / payable to an NRI nominee from the NRO Fixed Deposit Account of a deceased Customer shall be credited to NRO Account of such NRI nominee with an authorised dealer / authorised bank in India.

Application from a resident nominee for remittance of funds outside India for meeting the liabilities, if any, of the deceased Customer or for similar other purposes, will be forwarded to the RBI for consideration. RBL Bank may allow remittance of funds lying in the NRE /FCNR (B)account of the deceased Customer to his NRI nominee after proper due diligence.

- **Auto Sweep Fixed Deposits:**

Sweep-out request will be processed only if PAN of the 1<sup>st</sup> Applicant is available. Sweep-in facility is available by default on the fixed deposits booked through sweep-out;

Fixed deposits booked through sweep-out facility will not be issued any Fixed deposit advice. Loan / Overdraft will not be granted against Fixed deposits linked to sweep out

Premature penalty and interest rate prevailing in the Bank at the time of creation of said fixed deposit will apply.

Maximum amount of fixed deposit created through sweep-out per instance will be Rs.14,99,999/-, unless otherwise specified by the Bank.

The Bank reserves the right to change applicable terms and conditions at any time

### **Other terms**

The deposit holder(s) shall intimate the Bank in writing of any change in address and residential status of the depositor holder/s.

All taxes, duties, levies or other statutory dues and charges applicable in connection with the benefits accruing as per the terms of these fixed deposits will be recoverable from the customer.

The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future all account/deposits of the deposit holder/s with the Bank, whether in single name or joint name(s), to the extent of all outstanding dues to the Bank. For such purposes, the Bank may at its sole discretion close the deposit(s) prematurely and apply a penal rate of interest in respect of the same. The lien shall be valid and binding on the deposit holder and operative until repayment in full of all moneys due to the RBL Bank from the deposit holder. The lien conferred on the Bank as recorded and expressed herein shall be irrevocable and shall be a continuing one and shall remain in full force and effect till such time the deposit holder/s repays/retires all amounts due and payable and remain unpaid to the RBL Bank in respect of any monies due to the Bank from the deposit holder/s.

At the discretion of the Bank, loan against the fixed deposit maybe given to the depositors, in whose name the deposit has been opened and who are authorised to withdraw the deposit, as per original mandate.

- **Tax Savings Fixed Term Deposits (the "Deposit")**

The minimum maturity period of a Deposit receipt of any denomination shall be five years commencing from the date of the receipt. There shall be no auto renewal facility for the Deposit.

No Deposit shall be encashed before the expiry of five years from the date of the respective receipt.

In case of Joint Fixed Deposits the deduction from income under section 80C of the Income Tax Act, 1961 (the "Act") shall be available only to the first holder of the deposit.

Conversion of any other fixed deposit/s placed by the Deposit holder with the Bank to the Tax Savings Fixed Term Deposits is not permissible. The fixed deposit is not allowed to be closed pre-maturely and no overdraft is provided against the security of such fixed deposit.

The Deposit shall not be pledged to secure any loan or as security to any other asset. Permanent Account Number (PAN) is mandatory to open a Tax Savings Fixed Deposit.

- **Overdraft against Fixed Deposit:**

RBL Bank grants Overdraft facility to the account holder for an amount not exceeding the predefined limit of the amount/s that may be held by the Bank in Fixed Deposits by the customer on request.

RBL Bank is authorized to appropriate, adjust and set off the amount/s of such Fixed Deposits towards the dues of the Bank in the event of any failure to pay the amount demanded from customer by the Bank, the demand of the Bank being conclusive as to the customer's liability for repayment thereof and for the said purpose.

RBL Bank is entitled to discontinue or terminate the said Overdraft Facility at any time with 30 days' notice to the customer.

In cases where temporary overdraft against deposit is regularised, customer has to maintain the stipulated Monthly Average Balance for that entire month and also in subsequent months.

RBL Bank will provide a Overdraft facility of predefined amount. On auto renewal of Fixed Deposit along with the Principal, the overdraft limit remains unchanged. In case customer requires a higher limit, he/she will be required to provide written instructions to the Bank

RBL Bank is authorised to break/ encash /liquidate, any all of the Fixed Deposits even before the maturity date of such Fixed Deposits and adjust the amount thereof (including interest thereon) against the amount outstanding under the Overdraft Facility and/or in the Account. RBL Bank shall not be responsible for any loss arising thereof including loss of interest on premature encashment;

- **Recurring Deposit**

#### DATE OF RECURRING DEPOSIT

The effective date from which the credit shall be given for any Instalment shall be the date on which RBL Bank gets clear funds into the Account of the Depositor/s.

#### INSTALLMENT AMOUNT

The Instalment to be deposited by the Depositor/s shall be such amount as is specified in the AOF, at the time of opening the Account, stipulate the Instalment and the total number of instalments to be payable. The Instalment and the number of instalments cannot be altered subsequently.

#### PAYMENT OF INSTALLMENT

All deposits into the Account should be by way of local cheque/ Standing Instructions from the Depositor/s. Instalments which are not paid on the due date will attract a penalty in line with the policy of the Bank. The funds deposited on a date following the non-payment of the Instalment for the previous month(s), shall first be appropriated towards the un-paid Instalment.

#### DURATION OF DEPOSIT

Deposit can be maintained for a minimum tenure of 6 months in multiples of 1 months subject to a maximum of 20 years or lower as per the prevailing guidelines issued by RBL Bank

#### PAYMENT OF INTEREST ON RECURRING DEPOSIT

Interest on the Deposits is calculated at quarterly intervals, in accordance with IBA rules, and as communicated to the Depositor/s at the time of Account opening and in the Statements. Such interest rates shall be in accordance with RBI directives from time to time. The interest amount shall be paid to the Depositor/s on the Maturity date or on completion of the Tenure, whichever is later.

Tax is deducted at source on interest on recurring deposit held by the resident if the interest paid or payable by the Bank for the financial year exceeds the threshold limit specified by Income Tax Act, 1961.

### MATURITY DATE

The Deposit shall be due for repayment on the date falling on completion of one calendar month from the date of payment of the last Instalment or on completion of the Tenure, whichever is later.

### REPAYMENT BEFORE MATURITY

On pre-mature withdrawal of the Deposit, interest will be calculated at the rate applicable for the period of the Deposit and the Deposit amount accumulated in the Account up to the date of termination with such interest less the amounts payable by the Depositor/s to RBL Bank shall be paid to the Depositor/s.

As per the terms & conditions of Recurring deposit accounts of the bank, on pre-mature withdrawal of the deposit, interest will be calculated at the rate applicable for the period for which deposit has actually remained with the Bank or contracted rate whichever is lower, subject to a premature penalty, if any. The premature penalty, if any will be communicated to the customer at the time of booking the Recurring Deposit.

### CLOSURE OF ACCOUNTS

An Account will normally be closed upon payment of all the stipulated number of instalments. The Deposit together with interest shall be paid to the Depositor(s) by a pay order or by crediting the sum to the Depositor/s or in case of Joint Depositors, the Primary Applicant's RBL Bank Savings Bank Account and as specified in the AOF.

- **CHANGE IN TERMS**

RBL Bank reserves the right to revise the terms and conditions contained herein and shall notify the Depositor/s of such revised terms and conditions one month prior to its implementation. Such revised terms and conditions shall then be binding on the Depositor/s.

**Additional Terms and Conditions applicable to Non-Resident Accounts ( NRO, NRE , FCNR )**

In case of FCNR fixed deposit's the interest is compounded half yearly. All requests for opening or closure of FCNR (B) Deposits will be processed between Monday to Friday till 1.30pm (IST). FCNR Deposit requests received after 1.30pm (IST) on Friday will be processed as per applicable currency rates of next working day.

The interest on FCNR (B) Fixed Deposits will be calculated on the basis of actual number of days elapsed in a year of 360 days. The method of calculation of interest is as below: FCNR (B) deposits for one year, the applicable rate without any compounding effect. In respect to FCNR (B) deposits for more than 1 year, at intervals of 180 days each and thereafter simple interest for remaining actual number of days

Tax saver NRO FDs will be closed on maturity and cannot be renewed

RBL Bank does not offer differential interest rate on NR Fixed Deposits opened by Senior Citizens

If NRE & FCNR (B) Account deposits are closed before completion of 12 months from the date of deposit, no interest is payable

Closure proceeds of NRO Fixed Deposits cannot be directly credited to the NRE account

Closure proceeds can be transferred only in the name of the account holder/s. The account should be held in the same customer ID as the deposit. Third party transfer is not permitted

In case of NRO Fixed Deposits tax shall be deducted at source as per the provisions of Section 195 of Income Tax Act, 1961.

From April 1, 2010 Permanent Account Number (PAN) shall be mandatory for Non-Resident Indians to avail benefit of lower tax deduction under Double Taxation Avoidance Agreement (DTAA) treaty. According to the Finance Bill, 2012 (as amended from time to time), with effect from April 1, 2012, to avail reduced tax benefits or DTAA on NRO Accounts, it is mandatory for an NRI to provide Tax Residency Certificate ("TRC"). Along with TRC customer need to provide the self- declaration in prescribed format and form 10F. The original TRC needs to be sent to RBL Bank Branch. Funds from an NRO Savings Account cannot be used to open an NRE/FCNR Fixed Deposit. NRO funds can not be transferred to NRE Accounts.

RBL Bank does not take any responsibility, and will also not be liable, for your claims if the details provided by you for opening/ closure/ renewal/ are incorrect/ incomplete

- **Applicability of Yield Maximizer Terms:**

These yield maximizer terms forms the contract between the Customer and RBL Bank. The Customer shall apply to RBL Bank in the prescribed form or Request letter for operation of the Yield Maximizer and availing of the related Services. By applying for Yield Maximizer, the Customer acknowledges that he / she has /have read understood and accepted these Yield Maximizer Terms.

The Customer through the Request Letter as well as the FCNR booking form requests RBL Bank to open a FCNR deposit for FCY equivalent (the "Deposit Amount") for the period as mentioned in the Request letter/ FCNR booking form and book a forward contract/deal/arrangement for conversion of the Deposit



Amount together with accrued interest payable to the Customer after appropriate reductions, if any, into INR upon maturity subject to the Yield Maximizer Terms set out herein.

The Customer authorizes RBL Bank from time to time to book this forward contract/deal, at the rate as may be determined by RBL Bank, which shall be binding on the Customer.

The details of maturity amount in foreign currency booked under forward arrangement, (Yield Maximizer) would be advised to the Customer through a confirmation letter/email. On issuance of such a confirmation letter the booking of the Yield Maximizer under forward arrangement /contract on behalf of the Customer shall be treated as complete and the Customer would be bound by the terms of the confirmation letter along with the Yield Maximizer Terms and other applicable terms. The confirmation letter would be the prima facie evidence for the acceptance of the terms of the Yield Maximizer booked by RBL Bank on behalf of the Customer.

In case the Customer receives an amount less than the forward contract amount on account of any contingency like interest variation, applicable charges or any other reason, the Bank will be obliged to sell to the Customer actual amount received by him. The Customer has to bear any loss or cost incurred by the Bank on account of such reduced receipt from his FCNR deposit.

The Customer should not book any forward contract/arrangement in respect of the Deposit Amount with any other bank /other person. The Customer shall utilize the exchange received exclusively for the transaction contemplated.

The transaction contemplated under this arrangement is/shall be in accordance with the prevalent EXIM Policy, FEMA Regulations and other applicable laws.

Please note that service tax is applicable on all transactions wherever currency conversion is involved on slab basis as per Notification No. 26/2011 – Service Tax, dated March 31, 2011. Effective June 1, 2015 vide notification no. 14/2015, the service tax rates have been further revised and effective November 15, 2015 vide Notification no. 25/2015 Swachh Bharat Cess (SBC) has been applied. As per amendments in Budget 2016, a new levy Krishi Kalyan Cess (KKC) of 0.5% has been added in the existing Service tax. Accordingly, revised service tax, Swachh Bharat Cess (SBC) and Krishi Kalyan Cess (KKC) will be applicable on all transactions.

No premature closure of the Deposit or reversal/cancellation of the sale and purchase of exchange shall be acceptable except in case of extreme emergency at the sole discretion of RBL Bank.

Cancellation charges and all the exchange loss and all other losses/expenses whatsoever that may arise on account of such reversal/cancellation shall be borne by the Customer.

Yield Maximizer is subject to FEMA, FEDAI (Foreign Exchange Dealer's Association of India) & RBI rules and regulations.

These Yield Maximizer Terms are governed by and construed in accordance with the laws of India. Any legal action or proceedings arising out of under Yield Maximizer shall be brought in the exclusive jurisdiction of the courts or tribunals at Mumbai in India and the Customers hereby submit to such exclusive jurisdiction. RBL Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of this Agreement in any other court, tribunal or other appropriate forum, and the Customer hereby consents to that jurisdiction.

Customer agrees to treat the Documents (as defined above) as a conclusive evidence, and not dispute the validity, accuracy or authenticity of, Yield Maximizer Documents or any evidence of its instructions and communications transmitted between the Customer and the Bank, including such evidence in the form of the Bank's computer records or transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, any written statement by the Bank confirming the posting of any notice or communication, or any other form of information storage. Customer further agrees and undertakes that all such records shall be binding upon him and that Customer will not be entitled to dispute the validity or authenticity of the same. Subject to the applicable laws of evidence, the Bank and Customer agree not to object to admission of the records (including computer records) of the other as evidence in legal proceedings.

By applying for this Yield Maximizer product, the Customer hereby accepts and understands to have read these terms & conditions as mentioned herein and made available on the Website.

- **Indemnity from Customer for instances where Account is operated by POA/Mandate holder:**

The Customer hereby Indemnify the Bank for any instances where Account is operated by POA/Mandate holder: agrees that he/it shall, at his/its own expense, indemnify, defend and hold harmless RBL Bank from and against any and all liability, any other loss that may occur arising from or relating to the operation or use of the Account or the Services or breach, non-performance or inadequate performance by the POA/Mandate holder of any of these Terms or the acts, errors, representations, misrepresentations, misconduct or negligence of the POA/Mandate holder in performance of its obligations. Under no circumstances shall RBL Bank be liable to the POA/Mandate holder for any direct, indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services.

RBL Bank shall not be liable for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the POA/Mandate holder howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.

In the event the Customer wishes to revoke the POA/Mandate, he shall be required to give a notice of revocation of the POA/Mandate to RBL Bank in writing along with a copy of the acknowledgement letter from the POA/Mandate holder stating that the POA/Mandate holder has received such revocation notice. RBL Bank shall register/update the said revocation in its system.

RBL Bank shall not be liable for any loss / damage / harm that may result to the Customer due to operation of the Account pending registration / updation of revocation of the said POA/Mandate in RBL Bank's system.

## SPECIFIC CONDITIONS APPLICABLE TO NET BANKING

- **Software And Hardware:** The Customer shall at its cost, procure, maintain and update/upgrade all such software and computer & communication systems which are compatible with the Bank's system, as applicable, from time to time, to avail and use Net Banking. 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.

Customer should not access the Net Banking using any computer or other device, which he does not own without the owner's permission to do so. If the Bank suffers any loss due to breach by Customer of this condition then he must compensate the Bank for the same.

Use of Digital Signatures / smart cards / biometrics and Opening Online Accounts The Bank reserves the right and discretion to permit the use of digital signatures using the Public Key Infrastructure System as provided for under the Information Technology Act, 2000/ biometrics for opening a Bank Account online and operating such Bank Account or the existing Account, as per Banks' policy or as and when the law authorizes and technology facilitates such transformations.

- **Virus Protection**  
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 Net Banking Service is free of any computer virus or similar device or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms ("Viruses") and is adequately maintained in every way.

While, the Bank will take all steps to prevent introduction of virus / other such destructive materials on the Website, it does not represent, warrant or guarantee that the Website or the Content downloaded from the 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.

- **Linking Of Accounts Of The Customer**  
All accounts linked to the customer's Customer Reference Number may be accessible through Net Banking, subject to Bank's rules. However rights to transactions will depend on the customer's operating mandate on that account.

Additionally, in case of more than one holder, Net banking access shall be given to the Customer subject to agreement from all co holders in the forms prescribed by the Bank.

- **Customer Identification And Authentication**  
The Customer grants express authority to the Bank for carrying out transactions received by the Bank through Net Banking 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 received from the Customer or purporting to have been sent by the Customer other than by means of verification of the Password. The Bank will not be liable for acting in good faith on such instructions. The Bank may at its sole discretion decide not to carry out any

instruction/s through Net Banking where the Bank has reason to believe that the instruction/s are not genuine or otherwise improper or unclear or raise a doubt. If the Bank believes that an instruction over Net Banking 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. Bank will not be responsible for any loss to Customer / third party that results from such a refusal/reversal.

- **Password(S)/Access**

The Customer will be allotted Passwords/ User ID by the Bank to avail of the Net Banking Services. The Bank shall send the same in a tamper proof sealed envelope (“Mailer”) or send the password on registered email in pdf which will be a password protected document. The Customer shall ensure that the Mailer is received in a sealed envelope with out any tampering, and if not, the Customer shall forthwith inform the Bank immediately in writing or by phone.

After the first successful login, the user may change the password which may be used to Login into Net banking. Customer’s access to Net Banking will be disabled if wrong password is entered successively three times (or number of attempts as decided by the Bank from time to time). In such event the Bank may automatically reactivate access after a specific interval.

The Bank may decide to disable password in case the Services are not used for a continuous period as decided by the Bank. The Customer may also request for temporary disabling of access. To reactivate access to Net Banking, the Customer must intimate the Bank by way of a letter, phone or such other mode as may be prescribed by the Bank, providing certain details as may be required or prescribed by the Bank and the information so sent shall be deemed to be correct.

- **Security And Confidentiality Of Password**

Customer agrees and acknowledges that he shall be solely responsible for maintaining secrecy of his Account details and Passwords. Customer must comply with any other requirements designed to protect the security of his use of the Net Banking, 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 Net Banking, he must at all times comply with the following security procedures.

- (i) Change his Password regularly or if so required by the Bank;

- (ii) Not choose a Password, which he has used before or which is likely to be guessed by anyone;

- (iii) To safeguard his Passwords at all times and not to disclose any details of his Password to anyone else (including to Joint Account Holder or a member of the Bank staff);

- (iv) Not record Passwords in a way whereby it will be legible or accessible to any third party;

- (v) Preferably memorize Passwords and then destroy any record of it;

(vi) Not allow anyone to operate Net Banking on his behalf;

(vii) Not leave any system unattended while he is logged on to Net Banking and each time he goes away from such system to log-out from Net Banking;

(viii) Not access Net Banking 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. The Customer shall indemnify the Bank if any loss is suffered by the Customer due to failure to comply with the above security procedures.

If Customer discovers or suspects that his Password or any part of it is known to someone else, he must immediately change the Password himself through Net Banking. If this is not possible, Customer must notify the Bank immediately at the Bank branch during banking hours or through the phone. The Bank may suspend access until new Passwords have been set up. Any transaction done prior to such a notification shall be entirely at the Customer's risk and cost.

- **Liability Of The Customer/Rights Of The Bank**

The Bank may apply such technology as it deems fit to ensure the security of and prevent unauthorized access to Net Banking. 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. The Customer acknowledges and unconditionally accepts and agrees that in no way shall the Bank be or held responsible if the Customer incurs a loss as a result of misuse/unauthorised use of Net Banking and/or Password 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 through Net Banking. If the Customer fails to observe the security and confidentiality requirements he may incur liability for unauthorized use. The Bank does not assume any responsibility on this behalf under any circumstances. Customer is aware of the risks, responsibilities and liabilities involved in Net Banking and has after having due consideration availed of the same. Customer represents and warrants that he has a complete working knowledge of computers / electronic machinery, e-mail and the Internet, which will enable him to avail the Net Banking. The Bank shall not be responsible due to loss (es) suffered by the Customer from any misuse/ unauthorized use of the Net Banking password chosen by the Customer.

- **Transaction**

Payment Instruction for effecting transfer of funds may be in respect of transaction under taken by the Customer and which may not materialise 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 any way 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 materialise or get completed for any reason whatsoever and for such non materialization 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.

- **Standing Instructions**

The Bank may provide its customers facility to give standing instruction through Net Banking at its discretion. 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 of standing instruction execution. 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. 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, if any.

- **Maintenance and Preservation Of Records**

Bank at its sole option and discretion shall maintain or destroy such records of transaction carried out by the Customers in their Accounts, as the Bank may deem fit or as mandated by law. The Customer shall not question the validity and correctness of the same. The Customer may be able to take out a print of the transaction attempted to be effected over Net Banking. However, only the record maintained by the Bank shall prevail. 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.

- **Processing Of Transactions**

The time of processing of transactions over Net Banking may vary depending on whether they are processed manually or electronically and or whether they can be updated immediately or whether they are processed after the close of working. Instructions/Transactions over Net Banking may not be stopped. 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.

The financial information available over Net Banking is for reference purposes only. Account information available through this Service will not reflect transactions that may be 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 Net Banking provided there are sufficient funds available in Customer's Account/s and 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. Once Customer has given an instruction through Net Banking, 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 be able to pay following normal banking practices. Bank may at its discretion try to reverse entry to the extent that is possible under the rules and practices of the banking system at a cost to the Customer as decided by the Bank.

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

- **Depository Accounts Statements**

The Bank may provide a facility to its depository customers for receiving statements on email. These statements may include but are not restricted to transactions statements, holding statements and billing statements. The Customer by requesting the Bank to furnish such particulars and details and statements by e-mail declares and confirms that he is aware of the risks concerning the e-mail and will not hold the Bank liable therefor. The customer undertakes to keep the Bank informed about his email id changes.

- **Limits**

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

- **Bills Payment/Presentation And Payment only Billers**

Bank may at its discretion make available the service to the Customer to make payment from his Account with respect to certain bills/outstanding of bills or of any outstanding of certain service providers/vendors/utilities (“billers”) by receiving request through Bank branch. With or without the ability for the Customer to know the details of such bills. However, the Bank shall not be liable or responsible for (i) the timeliness of payment to or receipt of payment by the respective billers; (ii) the accuracy of such bills/outstandings and/or details thereof or whether the bill was made available over Electronic Banking in time or not;(iii) to check whether or not the Customer has made payments through channels other than the bank channels;(iv) any short/excess payment made to billers. The Customer is solely liable to follow up and settle the shortfall and or for refunds; (v) the discontinuation/suspension/partial suspension/cancellation of the service/ goods/ utility, for any reason whatsoever, and any consequences thereof; (iv)the quality of the service/goods for which the payment is intended/made or delay/non-delivery of the same due to any reason whatsoever including but not limited to the fault of the creditors or the creditors going into bankruptcy/suspending/ceasing to do working.

The Customer acknowledges and agrees that the Bank remains a mere facilitator for this service and that the Bank does not warrant or claim any responsibility for this service nor does the Bank endorse any such service and/or its standing or reputation whatsoever, and is not liable for any deficient or bad services in any manner whatsoever and for any loss, whatsoever that the Customer may suffer or incur. The risk in this regard is entirely on the Customer and he is required to do his own survey. The debits or credits to the NRI/ PIO/OCB Customer account are further subject to restrictions and limits as are specified for NRI/ PIO/OCB operated accounts as also by the Bank and the RBI.

- **Alerts**

The Bank may offer the facility of Alerts for information only and may discontinue the same at its own discretion. Transactions on Accounts will continue to be guided by prevalent Banking practice and the Bank on best effort basis may display certain pre-defined Alerts. However the Bank shall not be responsible or liable for the timeliness, completeness, accuracy and successful delivery or receipt of the Alert.

## SMS banking

1. **ACCEPTANCE.** By using SMS Banking, you have accepted and agreed to be bound by all operational rules and general terms and conditions governing SMS Banking, including without limitation all the following paragraphs, and to pay for the card transaction amounts, interest and other charges if applicable and any fees associated with the use of SMS Banking, such as but not limited to SMS fees. You likewise agree to be bound by any and all laws, rules, regulations and official issuances applicable to SMS Banking, now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services which we may from time to time make available to you in connection with the SMS Banking.

2. **SERVICE.** The services under SMS Banking shall be available to you through the medium of cellular/wireless mobile telecommunications equipment acceptable to the mobile phone service provider (the "Mobile Phone Service Provider") and your Mobile Phone Number with the service provided by the Mobile Phone Service Provider and, for SMS Banking Payments, the merchant selling the goods and services ("Merchant"). You are responsible for determining if your Mobile Phone Service Provider supports SMS (Short Message Service)/text messaging and if your cellular phone or telecommunications equipment is capable of receiving SMS/text messages. We will arrange for the display of text/graphic messages in your telecommunications equipment notifying you of information and details relating to the use of SMS Banking. We have the absolute discretion to make SMS Banking available to you. We have the discretion from time to time to determine the scope of SMS Banking, determine the types of telecommunications equipment acceptable for the purpose of providing the services thereunder, restrict the number of pieces of telecommunications equipment which may be registered by you, set or change the daily cut-off time, modify, restrict, withdraw, cancel, suspend or discontinue any or all of the services without notice or responsibility to you and without giving any reason therefor. You understand that by using SMS Banking after any modification or change has been effected, you have agreed to any such modification or change.

We likewise reserve the right to impose a fee for SMS Banking at our absolute discretion at any time without your prior consent.

3. **RESPONSIBILITY.** You authorize us to act upon any instruction/s which is/are identified by any use of your Mobile Phone Number. We shall be responsible for acting only on those instructions sent through SMS Banking which are actually received and you agree that we do not assume any responsibility for malfunctions in communications facilities not under our control that may affect the timeliness or accuracy of the instructions sent. In this regard, you acknowledge that the receipt of any text/SMS message may be delayed or prevented by factor(s) affecting your telecommunications equipment or the services provided by your Mobile Phone Service Provider and other factors outside our control; you acknowledge that we shall not be responsible for any electronic or mechanical malfunction, data failure or corruption, viruses or other problems attributable to your telecommunications equipment or the services provided by the Mobile Phone Service Provider. You also acknowledge that we shall not be responsible for any product or service purchased by you from or provided by the Merchant.

Such instructions, upon receipt by us, shall be effected at our absolute discretion. We shall be entitled to treat and consider as valid and binding on you any instruction given, or agreement



made with us, through your telecommunications equipment by any person using the Mobile Phone. You hereby accept full responsibility for all transactions executed via SMS Banking and in particular, in ensuring the accuracy and completeness of your instructions. We shall be entitled but not obliged to verify any instructions for SMS Banking Payments given through the use of your Mobile Phone Number, Card Number and Code by sending e-mail online or via telephone or any other means. You agree that we may, without notice and without stating the reason therefor, cancel or refuse to execute any of your instructions at any time without incurring any liability.

**4. SUSPENSION/CANCELLATION.** The SMS Banking shall automatically be terminated once the Mobile Phone Service Provider suspends or terminates its services in connection with your registered telecommunications equipment. We shall not be liable to you in the event of such termination.

After suspension or cancellation, SMS Banking may be reinstated at our sole discretion and we reserve the right to impose a reasonable reinstatement charge as we deem fit. We shall not be liable to you if you are unable to gain access to SMS Banking.

**5. LIMITATION OF LIABILITY.** Subject to the provisions herein, if we are found liable for any act or omission for any reason whatsoever, our liability shall be limited to the amount of the relevant transaction or your direct and/or actual damages whichever is less. We shall not be liable to you for any indirect, special or consequential loss or damages arising in any way out of the use of SMS Banking.

**6. SECURITY.** We shall use reasonable effort to ensure that SMS Banking is secure and cannot be accessed by unauthorized third parties. However, we do not warrant the security or confidentiality of any information transmitted through any mobile phone service provider or the Merchant in any jurisdiction via SMS Banking. You acknowledge that the text message/SMS sent and received is not encrypted and shall include account information.

You are responsible for ensuring the security of your cellular phone or telecommunications equipment. You shall notify us immediately upon receipt of any data or information which is not intended for you and you shall delete such data or information from your telecommunications equipment immediately.

We do not review or verify any instructions for SMS Banking. You acknowledge and accept that the text message/SMS sent and received is not encrypted and shall include account information. You also acknowledge and accept that we do not guarantee the delivery nor the accuracy of the contents of each SMS Banking SMS.

**7. SETTLEMENT; RECORDS.** We shall not print or issue any advice or confirmation for any transaction conducted via SMS Banking Payments although any such transaction will be connection with SMS Banking and all updates thereof, including without limitation trademark, trade name, service mark, patent and copyright, shall at all times vest and remain vested in us.

## Intellectual Property

The Customer acknowledges and agrees that all the intellectual property rights in the software underlying any of the Banking Services as well as other Internet related software which are required for accessing Account 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, de-compile or reverse engineer the above-mentioned software or copy the source code of the software or create any derivative product based on the software.

### **Extent Of Liability For Loss Or Damage:**

Bank will not be liable for any loss or damage to Customer as a result of making / not making the Net Banking Service available to Customer or as a result of loss due to Net Banking Service, including any direct, indirect, consequential or special loss. 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 Technical Snag; 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's using the Net Banking; loss/distortion of data during transmission, any loss / delay due to circumstances beyond our control, unavailability of Net Banking Services during normal operating hours. Services Discontinued Bank may in its absolute discretion, terminate Net Banking Service by giving 15 (fifteen) days notice to the Customer, with/without assigning any reason. Bank shall not be liable for any consequences arising out of such unavailability of Services.

### **Customer Responsibility**

The Bank will send Alerts / account information on the mobile phone number and/or email ID as provided by the Customer. The Customer shall be solely responsible for the security of his mobile phone and email ID. The Customer shall be solely responsible for the consequences in case he fails to adhere to the above. The Customer must keep his mobile phone and email ID active to avail this facility. The Customer acknowledges that sending information by e-mail/mobile phone is not a secure medium and the Customer is aware of the risks involved. The Customer also acknowledges that the Customer has for the Customer's convenience and after being fully aware of, and having duly considered, the risks involved, requested and authorised the Bank to rely upon and act on Instructions which may from time to time be given by e-mail/mobile phone.

The Customer undertakes to provide accurate information wherever required and shall be responsible for the correctness of information provided by him to Bank at all times. The Bank shall not be liable for consequences arising out of erroneous information supplied by the Customer. If the Customer suspects that there is an error in the information supplied by Bank to him, he shall advise Bank as soon as possible. The Bank will endeavour to correct the error wherever possible on a best effort basis. The Customer shall be responsible for intimating the Bank any change in his mobile phone number and/or email ID on which he wants to receive the Alerts /Mobile Banking Services.

Transactions on Accounts will continue to be governed by existing prevalent Banking practice and Terms, Conditions & Rules for Accounts and Services as may be applicable. Further the terms and conditions as applicable to Phone Banking and Net Banking services shall, to the extent applicable, apply to Alerts Facility.

The Customer can apply for availing the Alerts Facility, as per his eligibility as decided by the Bank, and specify the events which will trigger the Alerts by a mode as may be notified by Bank from time to time. The Bank shall have the right to reject the application of any person without assigning any reasons.

**Records**

The records available with the Bank pertaining to the Alert Facility shall be conclusive and binding on the Customer. The authority to record the Alert details is hereby expressly granted by the Customer to Bank.

Revocation of Service for Joint Accounts Services to Alert Services will be revoked only upon receiving a written request from all the account holders irrespective of the mode of operation

## Online Payment Services

1. I/We agree and accept the Online Payment Service provided by RBL Bank Ltd. ("the Bank") at my/our request to carry out the Online Payment through Payment Gateway instructions on my/our account.

2. I/We have no objection whatsoever, to the Merchant / Service Provider providing billing details to the Bank.

3. I/We hereby acknowledge that I/we am/are utilising this service at my/our own risk. These risks would include the following risks:

3.1 While the Bank will take all reasonable steps to ensure the accuracy of the payment details, the Bank is not liable for any error. I/We shall not hold the Bank responsible for any loss, damages, etc that may be incurred/suffered by me/us, if the information contained turns out to be inaccurate/incorrect.

3.2 The technology for enabling the transfer of funds and the other services offered by the Bank could be affected by virus or other malicious, destructive or corrupting code, programme or macro. It may be possible that the site of the Bank may require maintenance and during such time it may not be possible to process the request of the customers. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. I/We understand that

the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by the Bank to honour any customer instruction for whatsoever reason.

4. I/We agree that the Bank shall assume no responsibility for:

4.1 Transactions carried out under the service in good faith relying on my instructions.

4.2 Not carrying out transactions where the Bank has reason to believe in its sole discretion that the instructions are not genuine or are otherwise unclear, improper, vague or doubtful.

4.3 For the performance of any other entity involved in the process; and for any loss or damage incurred or suffered by me/us for any error, defect, failure or interruption of the service or consequences arising out of delayed payments.

4.4. Any loss of damage arising or resulting from delay in transmission delivery or non-delivery of Electronic instructions or any mistake, omission or error in transmission or delivery thereof or in deciphering the instructions from any cause whatsoever or from its misinterpretation received or the action of the destination bank or any act or even beyond control.

5. Whilst utilising the Online Payment Service for making any payments for any goods purchased or any services obtained whether on-line or otherwise, I/we shall ensure that

5.1 I/We have the full right and/or authority to access and avail the services obtained and the goods purchased and I/we shall observe and comply with the applicable laws and regulations in each jurisdiction in applicable territories.

- 5.2 I/We shall provide the Bank with such information and/or assistance as is required by the Bank for the performance of the service and/or any other obligations of the Bank under this service.
6. I/We shall not at any time provide to any person, with any details of the accounts held by me/us with the Bank including the passwords, account number which may be assigned to me/us by the Bank from time to time.
7. I/We agree that any disputes on payment details will be settled directly with the Merchant and the Bank's responsibility is limited to provision of information only.
8. I/We agree that I/we will make the bill amount payments as required by the Merchant. I/We will not hold the Bank responsible for the Merchant rejecting the payment amount because of incorrect or incomplete entries.
9. I/We agree that the record of the instructions given and transaction with the Bank shall be the conclusive proof and binding for all purposes and can be used as evidence in any proceeding.
10. I/We agree that the Bank will not be held responsible for the delivery of goods and provision of services by him or the condition of the item when it is delivered or if the Merchant inadvertently delivers goods or services to some other customer. The Bank's role is restricted to provision of information and Payment Gateway Service only. All disputes regarding delivery/condition/quality of goods and services are to be taken up directly with the Merchant.
11. I/We agree that charges if any for the Online Payment Services will be at the sole discretion of the Bank and the Bank is at the liberty to vary the same from time to time, without giving any notice.
12. I/We agree that the Bank will be liable to reverse any debit to my/our account due to non - availability / non-delivery of goods/rejection of the goods / services or any other reason only upon my/our specific request made in this regard setting out the reason and on confirmation of the same by the Merchant / service provider. I / We shall not hold the Bank liable for any delay in reversing such debit entry(ies).
13. I/We agree not to use or permit the use of the Payment Gateway Service or any related services for any illegal or improper or unlawful purposes.
14. I/We agree that if our account with the Bank is closed / blocked for any reason whatsoever, I/we shall settle the transaction directly with the Merchant.
15. I/We confirm that in the event of any dispute with the Merchant, I/we shall not make the Bank a party to the dispute. All matters arising out of or in any way relating to this service shall be subject to Mumbai jurisdiction only.
16. I/We acknowledge and agree that the Bank remains a mere facilitator for this service and that the Bank does not warrant or claim any responsibility for this service nor does the Bank endorse any such service and/or its standing or reputation whatsoever and the Bank is not liable for any deficient or bad services in any manner whatsoever and for any loss, whatsoever that I/we may suffer. The risk in this regard is entirely on me/us. I/we agree that the debits or credits to my/our NRI/PIO account are further

subject to restrictions and limits as are specified for NRI/PIO operated accounts as also by the Bank and RBI.

17. I/We agree that the Bank is at the liberty to withdraw at anytime the Online Payment Service, or any services there under, in respect of any or all or any of the accounts without assigning any reason whatsoever, without giving any notice.

18. I/We agree that the Bank may also make additions/deletions to the service offered through any of its channels at its sole discretion.

19. I/We may request for termination of the service any time by giving a written notice of at least "3" working days to the Bank. The termination shall take effect on the completion of the "3rd" working day. I/We will remain responsible for any transactions made through the service until the time of such termination. The Bank may withdraw or terminate the Online Payment Service anytime either entirely or with reference to a specific Merchant or user; or in case of breach of Terms by me/us without a prior notice; or if the Bank learns of my/our demise, bankruptcy or lack of legal capacity of the user or for any reason whatsoever.

20. I / We understand and agree that I / We am / are not entitled to consolidate amounts available in my different bank accounts maintained with Bank for making payments against such transactions. Therefore at one given point of time I / we am /are entitled to use funds available in particular bank account which I / we have chosen for making payment against the transaction.

21. I/We agree that by use of this Online Payment Service, I/we shall be deemed to have agreed to all the above terms and conditions and such terms and conditions shall be binding on me/us in the same manner as if I/we have agreed to the same in writing.

22. These terms & conditions are to be read in conjunction with Terms and Conditions and Rules for Accounts and Services of the Bank.

## RBL BillPay (EBPP)

Electronic Bill Presentment and Payment (EBPP) means 'service provided to the customers of RBL Bank Ltd. Ltd (Bank) enabling the payment of Utility Bills / donations / subscriptions /transfer of funds online through net banking against various purchases of utility products / services by the users, favouring various merchants / shoppers /service providers, with whom the Bank has entered into a Collection arrangement ("Billing Company")'

- **"AutoPay"** means an automatic debit instruction to make payment for the Utility /Services used/ availed by the Customer for the entire amount or the amount specified by the Customer
- **"Due Date"** means the date on which the payment for the Utilities/Services becomes due as determined the Billing Company(ies)
- **"Effective Date"** means 4 (four) days prior to the Due Date or the date specified by the Customer for effecting AutoPay.
- **"Customer"** means a resident of India who is the sole or first holder of RBL Bank Ltd. Account, and who has accepted these Terms and Conditions.
- **"Information/Instructions"** shall mean the information relating to and/or in respect of and/or pursuant to EBPP Services received by Bank from customer thereby authorizing Bank to register the Customer for EBPP services
- **"Payment"** means the payments that the Customer is required to make for the Utilities / Services used / availed of / to be used / availed of by the Customer, which payment the Customer intends to make by using any of the EBPP Services through charge / debit to the Customer's Account.
- **"Service Provider(s)"** shall mean any person appointed by Bank under a principal-to-principal contract to provide any service related to the EBPP Services and who also has a principal-to-principal contract for services with the relevant Billing Company in relation to Utilities/Services.
- **"Terms and Conditions"** means these terms and conditions including any and all annexures, schedules, exhibits, appendices attached to it or incorporated by reference from time to time. Terms and Conditions are subject to change at the sole discretion of the Bank.
- **"Utilities/Services"** shall mean the goods, utilities and services offered by Billing Company / Bank under the purview of EBPP, from time to time, either directly or through Service Provider(s), which the Customer may avail of and/or make Payment for, as the case may be.
- **"Website"** means the website presently with the domain name <http://www.rblbank.com> owned and controlled by the Bank.

On the Terms and Conditions herein contained, Bank offers EBPP Services to the Customer to enable the Customer to make Payments towards Utilities / Services and the customer authorizes the Bank upon receiving payment instructions from the customer to make payment of Utility Bills / donations / subscriptions / transfer of funds by debiting the customer's accounts.

1) The Customer shall furnish the required information as specified by the Billing Company and other essential data pertaining to the Bills so as to identify the same and confirm that information provided is/are in relation to the EBPP, and is/are owned/in the control of the Customer.

2) Bank shall be entitled to rely upon all Information/Instructions to Bank from the Customer and Bank shall not be obliged to verify or make further inquiry into the identity of the sender, or the message or communication integrity or authenticity or correctness or accuracy of the information/instruction. The Customer shall in no circumstance dispute such reliance by Bank.

Customer agrees to provide correct identification/payment for AutoPay, the details as registered with the biller (i.e. the Billing Company). Customer also agrees to indemnify the Bank/Bill Pay Service Provider from any liability arising due to erroneous information given by him in this regard.

3) The Customer acknowledges that the information so furnished is subject to authentication by the Billing Company so as to register the user in its system, and this process may take anywhere from 5 – 45 working days. Customer understands that at times Billing Company(ies) does not/do not confirm if the application for registration has been honoured / attended and if the registration is successful / failed and the customer understands and acknowledges that the role of Bank is merely to facilitate the payment of the bills of the Customer once the registration is successful.

4) The Customer understands that though the payment towards utilities / services are made and account is debited towards such payment, the status of the payment may be displayed as „pending“ until the next billing cycle. Further Customer has the sole responsibility to update himself on the status of registration/payment made or attempted to be made and Bank has no obligation to inform / update the customer about the same.

5) The Customer undertakes to ensure that in case of AutoPay there would be sufficient clear funds in his accounts on the Effective Date for making payments towards utilities and services. The Customer also understands that the Bank shall not be held responsible or liable if it is unable give effect to AutoPay due to insufficient funds in the account on the Effective Date.

6) The Customer also understands that in case of AutoPay the Bank account number specified by him will be debited for the entire bill amount or upto the amount specified by the customer as the case maybe. Customer also understands that the payment instructions shall constitute an irrevocable and unconditional authority to debit the Customer“s account and make the payment to the Billing Company.

7) Customer agrees that in case of any change in his identification details, like address, phone no. etc., it is his responsibility to register/inform the changes to the Bank immediately. Customer also agrees that any dispute on bill details or AutoPay will be settled directly by him with the Billing Company and further agrees that in no case whatsoever shall the Bank be made a party to any dispute/ litigation arising in this regard. Customer also understands that the Bank/Bill Pay Service Provider shall not be responsible or liable for not effecting the payment due to incomplete, inaccurate or delayed submission of details.



8) The Customer understands, agrees and confirms that Bank may, at its sole discretion, record in such mode and manner and retain and use in any manner for such period of time as deemed fit by Bank, any or all Information / Instructions received from the customer. The Customer further confirms and agrees that Information / Instructions as well as the data so stored may be used and relied upon by Bank as conclusive proof and binding for all purposes, may be given as evidence to any persons who may reasonably require the same, including to courts and regulators and government authorities, and to service providers of Bank and/or relied upon in any legal proceedings. In the context of this clause, the Customer shall not hold the Utility/Service, the Service Provider or Bank liable in any way whatsoever in view of the EBPP Services being provided/offered at the request of the Customer.

9) The Customer acknowledges and confirms that the Customer does not have any objection whatsoever to the Billing Company providing the billing details and/or Information to the Bank for effecting the EBPP Services and Bank shall not be held liable for any loss or damage of any nature that the Customer may incur/suffer in the event such billing details and/or information turns out to be inaccurate/incorrect.

10) The Customer understand that if the bill amount exceeds the maximum limit set up by him for Auto Pay the Bank shall not make payments of such bills. In such case the payment can be done by either logging into his Net Banking or Calling up the Call Centre or visiting a RBL Bank Ltd. branch.

11) Customer hereby undertakes to verify the correctness of the bill amount and in the event if the bill amount exceeds the limit set for „Auto Pay“, the Bank will not be under obligation to inform the same to him

12) Bank does not warrant that Payment will not be delayed, including for reasons beyond its control. As the Instructions/Information would depend on various electronic technology used from time to time, there could be delays and snags in receipt / transmission of any Information/Instructions to and from Bank, the Customer, Billing Companies and/or Service Providers. Further, Bank does not warrant the receipt of Instructions/Information. Bank shall not be held liable or responsible for any failure or delay, whether directly or indirectly caused by any circumstances beyond the control of Bank, including, but not limited to, acts of God, systems and communications breakdowns, failures or disruptions, orders or restrictions, war or warlike conditions, hostilities, sanctions, mobilizations, blockades, embargoes, detentions, revolutions, riots, looting, strikes, stoppages of labour, lockouts or other labour troubles, earthquakes, fires or accidents. Bank shall not be liable or responsible to the Customer for any loss, damage whether direct or indirect, costs, charges or expenses, due to or occasioned by delay/inability, under any circumstances.

13) Bank may, at its discretion, not make a Payment and shall communicate such decision to the Customer as soon as practicable. Bank shall not be liable for loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.

14) In the event that the Customer makes a Payment by using EBPP and such payment is rejected or returned by the Billing Company for any reason whatsoever, Bank shall refund the amount of the Payment to the Customer by credit to the Bank Account, upon receipt of the same from the Billing Company, and shall not be liable for any late charges, penalty, loss,

damage whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.

15) Billing Companies may from time to time and in particular instances specify the date on which Payment is to be made and, notwithstanding any Instructions given by the Customer in this regard, Bank shall have the authority from the Customer to cause Payment only on the date specified by the Billing Company.

16) Bank reserves the right to, from time to time; limit the amount and frequency of Payments that a Customer may make by using EBPP.

17) Without prejudice to the generality of these Terms and Conditions, processing of all the Instructions is subject to the availability of free, clear and available funds in the Customer's Account, as the case may be. In the event of clear funds not being wholly available, Bank shall not process the Instructions and shall not make Payments. Bank shall not be liable for loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.

18) Bank neither endorses any of the Utilities/Services offered, nor makes any manner of recommendations and/or warranties, representations or assurances in respect of the same and/or Billing Company and Service Providers. Bank is not in any manner party to the contracts or agreements or understandings that may be executed and/or arrived at between the Customer and Billing Company and Billing Company and their Service Providers. Customer understands that the Billing Company shall be solely responsible to the Customer to render the Utilities/Services for which Payment is to be made under these Terms and Conditions and Bank shall not be responsible and liable for any deficiency or defect in the same including, but not limited to, delayed, deficient or defective quality, delivery, quantity etc., and shall not be made party to any disputes between the Customer and any Billing Company.. The Customer shall not hold Bank liable for any non-service, delayed service, faulty service or defective or damaged goods rendered by Billing Company and/or their Service Providers, and shall not contact, communicate in any manner whatsoever, with Bank in this regard.

19) Bank shall not be liable in contract, tort or otherwise for any direct, indirect or consequential loss or damage whatsoever sustained by the Customer by any direct or indirect use of or reliance on any electronic communication, orders or messages whether with or without the utilization of any security measures, including but not limited to any loss or damage resulting as a consequence of any defects, delays, interruptions, errors, inaccuracies or failures in various communications and Bank specifically excludes the same to the fullest extent permitted by law even if Bank shall have been advised in advance of the possibility of such damages.

20) The customer may cancel the registration at any time by de-registration of the Billing Company(ies). The customer shall remain responsible for any transactions made through the service until the time of such de-registration.

21) Bank reserves the right, but shall not be obliged, at any time, without any specific or prior notice to the Customer in this regard: suspend for any duration/terminate to make changes, enhancements, and/or modifications any or all of EBPP services offered by Bank.

22) Bank reserves the right to, from time to time at its sole discretion, but with prior intimation to the Customer, charge fees/modify the existing charges in consideration for the provision of any and/or all of the EBPP Services.

23) In consideration of Bank agreeing to provide to the Customer the facility of EBPP, the Customer hereby irrevocably agrees, to indemnify and keep Bank indemnified and harmless, at all times hereafter, from all losses, damages, costs, charges and consequences, legal fees and expenses, whatsoever, suffered or incurred by Bank on account of any claims, actions, suits or otherwise instituted by the Customer, or by any third party whatsoever, arising out of or in connection with any and all transactions initiated by the use of the EBPP services, Instructions/Information, cancellations, messages and communication whether with or without the knowledge of the Customer, or whether the same have been initiated bona fide or otherwise. The Customer further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the Customer notwithstanding any withdrawal, either partially or in totality, of and from the facility of EBPP.

24) Without prejudice to any other provisions hereof, Bank shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the EBPP services and/or these Terms and Conditions.

25) To the extent not prohibited by applicable law, Bank shall be entitled to transfer any information relating to the Customer and/or any other information given by the Customer for utilization of the Services including any Information/Instructions, to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors and agents of Bank, Service Providers and other third parties selected by Bank, wherever situated, for confidential use in and in connection with the Bill Pay Services, and

26) The construction, validity and performance of these Terms and Conditions shall be governed in all respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the competent Courts at Mumbai, India which courts shall have jurisdiction in the matter to the exclusion of any other courts, irrespective of whether such other courts have similar jurisdiction in the matter.

27) The Customer acknowledges and confirms that the Customer has on the Website, read, and shall read as and when updated and/or posted, and has unconditionally accepted and will unconditionally accept and be bound by the Terms and Conditions.

## Mobile Banking Service

These terms and conditions (“Terms and Conditions”) together with the application made by the customer and as accepted by RBL Bank Limited (“hereinafter referred to RBL Bank”) shall form the contract between the Customer and RBL Bank , and shall be further subject to such terms as RBL Bank may agree with the other service providers. These Terms and Conditions are in addition to and shall be read in conjunction with the account opening terms and condition as listed on the RBL Bank’s Website (www.rblbank.com) (as defined herein below) .

**1. Definitions:** The following words and expressions shall have the corresponding meanings wherever appropriate.

\* **“Account”** shall mean an account with RBL Bank in which a request for availing the Mobile Banking Service has been registered or re-registered with RBL Bank.

\* **“Customer”** means the holder of an Account in RBL Bank.

\* **“MPIN”** shall mean the Personal Identification Number (password) for the Mobile Banking Service.

\* **‘MBS’** shall mean Mobile Banking Service of RBL Bank and includes the service over the application USSD/ WAP/ SMS Banking.

\* **‘USSD’** shall mean Unstructured Supplementary Service Data.

\* **‘Bank’** shall mean RBL Bank Limited or any successor or assign of it.

\* **‘Facility’** shall mean Mobile Banking facility provided to the Customer including IMPS, contained in Clause 11.

\* **‘Mobile Phone Number’** shall mean the Mobile number that has been used by the Customer to register for the facility.

\* **‘Application’** shall mean RBL Bank’s Mobile Banking application which will be downloaded onto the mobile phone of the Customer.

\* **‘WAP’** means Wireless Application Protocol.

\* **‘RBL Bank’s Website’** means www.rblbank.com (“hereinafter referred to as Bank’s Website”)

\* **‘SMS Banking’** means a service that allows Customers to access their account information via Mobile Phone using SMS messaging. (more information in clause 11).

## 2. Applicability of Terms and Conditions

By using the MBS, the Customers thereby agree and consent to these Terms and Conditions, which form the contract between the Customer and RBL Bank. MBS shall be governed by such terms and conditions

as amended by RBL Bank from time to time. These terms and conditions shall be in addition to and not in derogation of other terms and conditions relating to any Account of the Customer and/or the respective product or the service provided by RBL Bank unless otherwise specifically stated.

### 3. General Business Rules Governing Mobile Banking Service

The following Business rules will apply to the MBS

\* The Facility will be available to Customers having a Savings/ Current account with RBL Bank.

\* The daily upper ceiling under the Facility, per Customer shall be as follows:

Service Description	Min limit per transaction (Rs.)	Max limit per transaction (Rs.)	Daily max limit (Rs.)
Self-fund Transfer	1	100000	500000
Third party fund transfer	1	100000	100000
Third party fund transfer-global	1	100000	100000
RTGS	200000	200000	500000
IMPS fund transfer	1	50000	100000
Bill desk payments	1	10000	100000
Bill desk recharge	1	5000	50000

\* Entering the wrong MPIN thrice will block the MBS to the Account for the day and two such consecutive blockages will de- activate the Facility and the Customer should re register for the services as per the procedure laid down for the same.

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

\* 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. The Customers are bound to advise RBL Bank separately, of any change in the mode of operation in an Account and get it affected for necessary modifications to the Application. Accounts where mode of operation is "joint" as also accounts in the name of minor or where minor is a joint account holder are not eligible for MBS.

\*Agrees to use the MBS for financial and non-financial transactions offered by RBL Bank from time to time.

\* Also irrevocably authorizes RBL Bank to debit the Accounts which have been enabled for MBS for all transactions/services undertaken by using MPIN. RBL Bank reserves the right to reject a Customer's request for MBS without assigning any reasons.

The services offered under the Facility will be automatically terminated if the primary account linked for the Mobile Banking Services is closed. RBL Bank may also terminate or suspend the services under the Facility without prior notice if the Customer has violated the terms and conditions laid down by the Bank or on the death of the Customer when brought to the notice of RBL Bank.

### 4. Usage of Facility :

By accepting the terms and conditions on the mobile phone while registering for the facility, the Customer:

- Authorizes RBL Bank to map the account number, User ID and Mobile Phone Number for the smooth operation of MBS offered by RBL Bank and to preserve the mapping record in its own server or server of any other third party and to use such data at its discretion for providing/enhancing further banking/ technology products that it may offer.
- Agrees that he/ she is aware and accepts that MBS offered by RBL Bank will enable him/her to transact using MPIN within the limit prescribed by RBL Bank and will be deemed as bona-fide transaction.
- Agrees that the transactions originated using the mobile phones are non-retractable as these are instantaneous/real time.
- Understands and explicitly agrees that RBL Bank has the absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding upon him/her.
- Agrees to use the facility on a mobile phone properly and validly registered in his/her name only with the Mobile Service Provider and undertakes to use the Facility only through Mobile Phone Number which has been used to register for the Facility.
- Agrees that while the Information Technology Act , 2000 prescribes that a subscriber may authenticate an electronic record by affixing his digital signature which has been given legal recognition under the Act, RBL Bank is authenticating the Customer by using Mobile Number, MPIN or any other method decided at the discretion of RBL 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 MPIN without any liability to RBL Bank.

## 5. Others

- The Customer shall be required 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.
- The instructions of the Customer shall be effected only after authentication under his/her USER ID and MPIN or through any other mode of verification as may be stipulated at the discretion of RBL Bank.
- While it shall be the endeavour of RBL Bank to carry out the instructions received from the Customers promptly, it shall not be responsible for the delay/ failure in carrying out the instructions due to any reasons whatsoever including failure of operational system or due to any requirement of law.
- The Customer expressly authorizes RBL Bank to access his/her account information required for offering the services under the Facility and also to share the information regarding his/ her accounts with the service provider/ third party as may be required to provide the services under the Facility.
- The transactional details will be recorded by RBL Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions.
- The Customer hereby authorizes RBL Bank or its agents to send promotional messages including the products of RBL Bank, greetings or any other messages RBL Bank may consider from time to time
- The Customer understands that RBL Bank may send „rejection“ or „cannot process“ the request messages for the service request(s) sent by the Customer which could not be executed for any reason.

- The Customer expressly authorizes RBL Bank to carry out all requests/ transactions purporting to have been received from his/ her mobile phone and authenticated with his/ her MPIN. In the case of payment facilities like fund transfer, mobile top up, bill payment, etc, the customer shall be deemed to have expressly authorised RBL Bank to make the payment when a request is received from him/ her.
- It is the responsibility of the Customer to advise RBL Bank of any change in his mobile number or loss/ theft of mobile phone by adopting the procedure laid down by RBL Bank for the purpose.
- The Telecom Service provider of the customer may levy charges for each SMS/ dial/GPRS and RBL Bank is not liable for any dispute that may arise between such telecom service provider and the Customer

#### **6. Fee structure for the Facility:**

RBL Bank reserves the right to charge the Customer a fee for the use of the services provided under the Facility and change the fee structure at its discretion. Display of such charges on Bank's websites would serve as sufficient notice and the same is binding on the customer.

#### **7. Accuracy of Information:**

- 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 RBL Bank will not be in any way responsible for action taken based on the information. RBL Bank will endeavour to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.
- The Customer understands that RBL Bank will try, to the best of its ability and effort, to provide accurate information and shall not hold RBL Bank responsible for any errors or omissions that may occur due to reasons beyond the control of RBL Bank.
- The Customer accepts that RBL Bank shall not be responsible for any errors which may occur in spite of the steps taken by RBL Bank to ensure the accuracy of the information and shall not have any claim against RBL Bank in an event of any loss/ damage suffered as a consequence of an information provided by RBL Bank found to be not correct.

#### **8. Responsibilities and obligations of the Customer**

The Customer will be responsible for all transactions, including unauthorised /erroneous/ wrong/ incorrect/mistaken/false transactions made through the use of his/ her mobile phone, SIM card and MPIN, regardless of whether such transactions 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.

- 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 MBS as per procedure laid down in case of misuse/ theft/loss of the mobile phone or SIM card.
- The Customer will use the services offered under the Facility using the MPIN in accordance with the procedure as laid down by RBL Bank from time to time, including the terms and conditions contained herein.
- The Customer shall keep the USER ID and MPIN 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.

- It will be the responsibility of the Customer to notify RBL Bank immediately if he/ she suspect the misuse of the MPIN. He will also immediately initiate the necessary steps to change his MPIN
- If the mobile phone or SIM is lost, the user must immediately take action to de-register from MBS at Home branch of the primary account enabled for MBS.
- The Customer accepts that any valid transaction originating from the USER ID and / or registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by the MPIN is duly and legally authorized by the Customer.
- 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.
- The Customer shall be liable for all loss or breach of the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure to advise RBL Bank within a reasonable time about any unauthorised access in the account.
- 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 RBL Bank does not accept/ acknowledge any responsibility in this regard.
- It is the responsibility of the Customer to notify RBL Bank, about any change in mode of operation, through a separate communication, making a specific reference to the MBS availed. It is also the responsibility of the Customer to notify RBL Bank, any other change in the operation of the account which will otherwise make the account ineligible for the MBS. Any failure on the part of the Customer to advise RBL Bank separately shall continue to bind all the account holders, jointly and severally for the transactions through this Facility.

## 9. Disclaimer

RBL Bank is unable to receive or execute any of the requests from the Customer or there is loss of information during processing or transmission or any unauthorized access by any other person or breach of confidentiality or due to reasons beyond the control of RBL Bank. There is any kind of loss, direct or indirect, incurred by the Customer or any other person due to any failure or lapse in the Facility which are beyond the control of RBL Bank. may include technology failure, mechanical breakdown, power disruption, etc. There is any lapse or failure on the part of the service providers or any third party affecting the said Facility and that RBL Bank makes no warranty as to the quality of the service provided by any such provider.

There is any failure or delay in transmitting of information or there is any error or inaccuracy of information or any other consequence arising from any cause beyond the control of RBL Bank which may include technology failure, mechanical breakdown, power disruption, etc. There is any lapse or failure on the part of the service providers or any third party affecting the said Facility and that RBL Bank makes no warranty as to the quality of the service provided by any such provider.

RBL Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of RBL Bank in receiving and



processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any service provider and RBL Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, RBL Bank's system or the network of any service provider and/or any third party who provides such services as is necessary to provide the Facility.

RBL Bank will not be responsible if the Application is not compatible with/ does not work on the mobile handset of the Customer.

**10. SMS Banking:**

When the Service is used by the Customer through SMS Banking, the USER ID and MPIN will be part of the message, which is being sent by the Customer to RBL Bank for completing the transactions. It will be the responsibility of the Customer to delete such message from the sent items folder in the message box of the Mobile handset to ensure against possible misuse and safeguard the interests of the Customer and RBL Bank.

**11. Governing Law & Jurisdictions:**

The Facility and the terms and conditions of the same are governed by the applicable laws in India. Any dispute or claim pertain to the Facility and /or the terms and conditions herein are subject to the exclusive jurisdictions of competent courts/tribunals/forums in Mumbai and the Customer agrees to such exclusive jurisdictions in Mumbai.

## LIMITATION OF LIABILITY

RBL Bank shall not be liable for any inaccuracy, not-error or delay in, or omission of, (1) any data, information or message, or (2) the transmission or delivery of any such data, information or message; or (3) any loss or damage arising from or occasioned by (i) any such inaccuracy, not-error, delay or omission, (ii) non-performance, or (iii) interruption in any such data, information or message, due either to any act or omission by RBL Bank due to "force majeure" (e.g., flood, extraordinary weather condition, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, equipment or software malfunction) or any other cause beyond the reasonable control of RBL Bank.

The Client will immediately notify RBL Bank in writing, delivered via e-mail or registered post, if Client becomes aware of any loss, theft or unauthorised use of Client's Passwords and ID; or any failure by Client to receive a message from RBL Bank indicating that an order was received and executed; or any failure by Client to receive an accurate written confirmation of an execution; or any receipt by Client of confirmation of an order and/ or execution which Client did not place; or any inaccurate information in Client's depository participant account balances, securities positions, or Transaction history. If Client fails to notify RBL Bank immediately upon Client's knowledge when any of the above conditions occur, neither RBL Bank nor any of its officers, directors, employees, agents can or will have any responsibility or liability to Client or to any other person whose claim may arise through the Client for any claims with respect to the handling, mishandling or loss of any order. RBL Bank will upon notice, halt or take such steps as are necessary to protect the Client's interest and which steps are capable or permitted for RBL Bank to do or undertake. Prior to giving of the notice, any loss or damage shall be to the Client's account.

Under no circumstances, shall RBL Bank, its employees, directors, and its third party agents involved in creating, producing, delivering or managing the e-Instruction Facility, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, negligence, loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the use/delivery/performance of the Website, the delay or inability to use the Website or any links or items on the Website, the provision of or any inadequacy or deficiency in the provision of services or resulting from unauthorized access or alteration of transmissions or data or arising from interruption, suspension or termination of the e-Instruction Facility or for any loss arising from the failure by the Client to comply with any software installation instructions or any inability of RBL Bank to receive instructions, directions, orders or other communications from the Client or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise.

**INTERRUPTION OF SERVICE** Where the e-Instruction Facility provided herein is interrupted for any reason whatsoever, the Client may contact RBL Bank. RBL Bank shall in no way be liable for the consequences of any interruption in the e-Instruction Facility.

## **OUTSOURCING**

The Bank shall have the right to outsource or sub-contract any part of the banking operations to such third party (including but not limited to any party outside India) on such terms as the Bank deem fit in its sole discretion. Such operations shall include but not be limited to , creation, maintenance and archiving of documents and records, card production and mailing, and insertion and mailing of security and user identification codes.

The Bank will not be responsible for any losses or liabilities which arise as a result of or in connection with any Sanctions, including, without limitation, any act or refusal to act by the Bank as a consequence of any Sanctions, and any action or omission of any correspondent or other intermediary bank and/or any delay in the realisation of cheques deposited. Deposits shall only be made if accompanied by proper supporting documents as required by the Bank, and the Bank shall have such rights as have been specified in these Terms.