

***Terms & Conditions
for Savings Account
Products***

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Savings Accounts

By signing the AOF, customer hereby agrees to be governed by the Terms & Conditions as mentioned below and amendments made from time to time and communicated through various means available to the bank.

1. Definitions & Applicability of terms

- Account opening form (AOF) - refers to the relationship opening form for Savings Account in IndusInd Bank
- Customer – refers to any person/ entity holding an account with IndusInd Bank
- Quarter – refers to the financial quarter i.e. months from April-May-June; July-Aug-Sep; Oct-Nov-Dec; Jan-Feb-Mar
- Half Yearly – refers to financial half yearly and includes the months of Apr-Sep (first half) and Oct-Mar (second half)
- Services - refers to services provided by the IndusInd Bank to the customers of IndusInd savings account
- Website – refers to the IndusInd bank official Bank website hosted in the internet – www.indusind.com
- Government of India (GOI) – refers to the Government of India
- Reserve Bank of India (RBI) – refers to the overall regulatory body for banking in India, named as, Reserve Bank of India
- International Financial Service Centre Authority (IFSCA) - to develop and regulate all financial services in International Financial service Centre (IFSC) or IBU
- HUF – refers to 'Hindu Undivided family'
- KYC – refers to the bank policy document on 'Know Your Customer'
- SB- refers to Savings Bank Account
- CA- refers to Current Account
- IBL - refers to IndusInd Bank Ltd.

Words denoting a particular gender include the other gender as well.

These terms and conditions form the contract between the customer and the bank and are subject to change from time to time as per the laws of the statutory/ regulatory bodies under the jurisdiction of Republic of India and the Bank's internal policy review. These below mentioned are applicable to all products and services of savings accounts only.

2. Account opening

Account can be opened by:

- Individuals in his/ her own name
- Jointly by two or more persons
- HUF family
- Any entity that is allowed by the bank's KYC policies

Customers will need to completely fill the account opening form (AOF), provide all supporting documents (as required under the bank's KYC guidelines), PAN card copy and sign on the AOF (In case of multiple account holders, all the account holders will need to sign the AOF, in case of HUF, the Karta of the HUF should sign the AOF).

Customers will also need to read & accept the Terms & Conditions indicated in the AOF before it can be processed further.

Customers will also need to deposit initial deposit amount by cash/ cheque (drawn on self or close family member) 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.

Accounts can be opened for a minor (below age of 18) either by the guardian or by the minor himself, in case he has attained the age of 12 (at the discretion of the bank). Minor account opened by two minors (minor above age of 12) should necessarily have 'Jointly' as the operating instruction.

Accounts can also be opened for 'visually impaired' individuals provided they satisfy the KYC need of the bank and opening of such accounts should follow the procedural guidelines of the bank (as defined by the Standard Operating procedure) Accounts can be opened for an 'Illiterate' person but such an account is not provided with a cheque facility.

Customers should note that the welcome kits are only sent to customer's correspondence address 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 incase the deliverables / welcome kit is returned.

Customers should note that the password for debit / ATM cards are not sent along with the welcome kit and will reach customer through another mailer. On receipt of Debit Card / Chip Debit Card, customer should sign the same for easy identification of customer at POS outlets. Customer notes that any loss financially or otherwise with respect to the use / possession of the card is the sole responsibility of self and bank shall not be held liable under any circumstances.

3. Account opening through Ready to Use Welcome Kits

To enable better customer service and reduce the overall time taken to open an account, IndusInd Bank offers account opening through a special mechanism called Ready to Use Account Opening. Through this, customer will be provided the welcome kit with non personalized Debit Card / Chip Debit Card (as applicable) and non personalized cheque books immediately after accepting all required documentation and initial funding amount. The bank reserves the right to handover the Ready to Use welcome kit only after realization of initial funding and accepting KYC documentation.

Customers will be informed regarding the final acceptance of KYC documentation and opening of the account through IndusInd Phone Banking Officer. Till this point of time customer agrees not to use Debit Card / Chip Debit Card and cheque book issued as part of the Ready to Use welcome kit. Bank will not be responsible for any cheque returns or unavailability of balance through Debit Card / Chip Debit Cards and customers account would be debited for cheque returns / insufficient funds as the case may be.

IndusInd Bank, based on its internal KYC documentation requirements, may reject the case and not open an account for the customer. In such cases, the initial funding amount will be refunded to the customer. Where accounts not opened, customer should return the welcome kit with all the contents. The bank may request for additional information / documentation where bank finds the documentation insufficient or not legible.

The bank may additionally perform field verification of address through bank staff or through authorized third party agencies.

4. Safe-keep of Debit Card / Chip Debit Cards, passwords and cheque books

Customers should note that Debit Card / Chip Debit Card and its credentials, internet banking credentials, phone banking credentials, cheque books and all other facilities are tools to perform financial transactions to the account held with IndusInd Bank.

Customer shall be solely responsible for the safe-keeping and the confidentiality of those mentioned above and all other credentials to services provided in future. Customers should not disclose these credentials to anyone under

any circumstances.

The Bank shall not be responsible for any fraudulent transactions occurring on account of misuse of any of these deliverables provided to them.

The deliverables are despatched to customers either along with welcome kit or through independent mailers subsequent to despatch of welcome kit. Customers should note that the deliverables are only sent to customer's correspondence address that has been duly verified as part of KYC norms and registered with the bank.

IndusInd Bank in its thirst to provide utmost security discourages customers to claim passwords through physical mails. Due to this, customers are provided option to generate online / through ATM after providing certain personal details. However, if customer requires physical mailers to be sent, bank shall not be responsible for any fraud / misuse arising thereafter. On receipt of Debit Card / Chip Debit Card, customer should sign the same for easy identification of customer at POS outlets. Initial passwords should be changed immediately. Customers should ensure that the cheque books are complete and there are no missing cheque leaves in middle.

5. Charges & fees

Charges in connection with the operation of the Account and the Services would be levied at the rates as prescribed on the Website from time to time. Charges will be debited to the Account at defined frequencies as per banks internal policies.

The bank has the right to set-off the service charges, charges for non-maintenance of minimum balance 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. In case balance in the Account becomes overdrawn as a result of such set-off, IndusInd Bank will be entitled to charge interest at such rates as the bank may deem fit in its sole discretion, for the period for which the Account remains overdrawn at any time during the maintenance of the Account. In case of any shortfall in the Account or in the event of closure of the Account, the Customer shall be liable to pay the amount outstanding on account of charges.

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 in connection with such Services and the bank is hereby authorised to deduct any such amount from the Account, without requirement of providing further notice or seeking additional consent / authorisation. In the event of occurrence of any of the above events, the Customer shall receive balance amounts, net of all deductions made as per the terms and conditions hereof. The Customer shall be intimated at the address registered with bank.

Customers should note that the fees and charges are subject to revision from time to time as per bank's policies and also based on various regulating and governing.

6. Grouping of accounts

As per bank's internal policies, IndusInd bank's makes best effort to identify an individual / entity through a single identification number. Customers should note that all the accounts of a customer within the bank will be linked. In case of charge recovery, if the primary account does not have sufficient balance, associated charges would be recovered from the other linked accounts of the customer.

Customer will have liberty to close any of the accounts after ensuring that there are no over dues for that account. Each of the accounts will be governed by their own requirements regarding maintenance of required balances, charges, etc.

7. Passbook & statement of account

The bank has provision for both email & physical statements for accounts. Physical statements are sent to the

customer's mailing address as per bank record while email statements are sent to the customer's registered email id. The bank also provides the option for availing passbook benefit. The bank does not charge its account holders for the passbook facility/ monthly statement of accounts.

It is the responsibility of customer to get the passbook updated on a frequent basis by visiting IndusInd bank branch. Bank will not be responsible if passbooks issued to customer are not updated.

For email statements, customers are liable to verify the authenticity of any emails received and the bank will not be liable for any issues/ loss arising out of any fraudulent emails received by the customer. Email statements are sent to the registered email only, as specified by the customer from time to time.

Customer should intimate the bank in case statement (email/ physical) is not received on time. The bank, on its discretion, might issue a duplicate statement free of any charges.

Customers should revert within 14 days of mailing of the statement or posting of entries in passbook for any discrepancy/ error. Bank will not be liable for any loss to the customer due to errors/ discrepancies pointed out/ communicated to the bank by the customer after expiry of 14 days. The bank though retains the right to rectify any error/ discrepancy in the statement/ passbook on its own at any point of time.

Customers can request for issuance of duplicate statement for last statement generated or statements for any earlier month. Charges for issuance of duplicate statements will be as per the Schedule of Charges.

Customer will need to intimate the bank immediately on change of address and ensure that the address in passbook is altered after providing documents, as necessary, under the bank's KYC guidelines.

IndusInd Bank also provides 'Check on Cheque facility' for its Retail Banking customers. In this facility the images of all inward clearing cheques presented by customers will be reflected in their statement. This facility does not include cheques issued towards DD PO, RTGS NEFT transactions, or loose leaves issued for Cash withdrawal. All cheques provided by customers will be scanned on best effort basis by the Bank. Customer shall not hold the Bank responsible if images of any of the cheques issued by him / her are not reflecting in the statement.

8. Payment of Interest

The bank calculates interest every day on the closing balance for the day. The accrued interest is paid to the customer account on a half yearly basis.

The interest paid to the customer is reflected in the account statement as well.

9. Tax deduction at source

As per Income Tax laws, interest income beyond a threshold limit (currently set at Rs/-10000, per annum) will be subjected to tax deduction at source as per the applicable rates. Account holders will need to submit 15G/ 15H forms to claim any exemption from TDS deduction for interest income.

RBI has made PAN mandatory for claiming any TDS exemption. The bank shall not accept any 15G/ 15H form (as applicable) from any customer who has not provided PAN details.

The customer is responsible for providing the 15G/ 15H form on time. The bank shall not entertain any request from the customer for reversal of TDS deducted prior to the submission of the form.

The TDS exemption is available only to eligible customers who are resident Indians. The 15H form is to be used by senior citizens only. Form 15G can be accepted only from individuals, HUF and trusts where total amount of interest does not exceed/ likely not to exceed maximum amount not chargeable to Income Tax during the financial year. The bank shall not be liable for delay/ failure in applying the TDS exemption if there are any omissions/ errors/ in the form or delay by the customer.

The interest earned on savings account is exempted from TDS under Section 194 A of Income Tax Act.

10. Debit Card / Chip Debit Cards

The bank provides International Debit Card / Chip Debit Card facility to its savings bank account holders. No Frills account holders though are eligible for domestic Debit Cards(non chip variant). The category and the fees for the Debit Card / Chip Debit Card will be governed by the account type and at sole discretion of the bank. The features & benefits will be governed by the type of the card and the conduct of the account. Customer will need to visit the bank website or contact the bank through other valid mode of communications to obtain more details on each of the Debit Card / Chip Debit Card type, its features, benefits and eligibility criteria. The Bank shall in no way be responsible or liable for delay/non-issue of the Card.

IndusInd Bank as per RBI mandate issues Chip enabled Debit Cards. These cards offer greater security by storing & processing information in a secure manner. This advanced technology is more effective in preventing the card from being copied to produce counterfeit cards.

The Debit Card / Chip Debit Card issued by the bank can be used for shopping at select merchant shops, paying utility bills, investing through SIP or withdrawal of cash. Eligible transactions will earn reward points/ cash back (see Indus Money T&C below under the same section) depending on the card type & transaction type for the customer which can be redeemed as per the reward redemption policy of the bank.

The card is valid till the last working day of the month indicated on the card as the expiry month. The Card is valid for the period defined on face of the Card. The Bank may extend the validity of the existing Card or replace the same, at its sole discretion and at such fees and charges as may be decided by the Bank at its sole discretion, from time to time. The card is valid for usage in India (domestic & international cards) and abroad (only international cards). The card is not valid for foreign exchange transaction in India, Nepal & Bhutan. The card is accepted at any IndusInd bank ATM or any Visa/ Visa electron/ Visa flag merchant outlet in India/ abroad. Any transaction at the merchant POS will need to be authorized using the Card PIN and completed once the slip is generated by the POS terminal. Customer will need to sign the sales slip generated by the POS terminal at the merchant outlet. The bank is not liable for the any issues with the goods/ services provided by the merchant outlet (not limited to defects, delay in delivery, poor quality) and any such dispute should be settled between the merchant and the customer.

The bank will send through separate couriers (or any other mode of delivery) the Debit Card / Chip Debit Card and the PIN to the customer. Customer should verify that the courier received is not in torn/open/mutilated condition. In case of receipt of the courier package in torn/mutilated/open condition, customer should immediately inform the bank either by visiting the nearest branch/ through phone banking.

Customer should ensure that on receipt of the Debit Card / Chip Debit Card, he signs on the reverse of the card after carefully reading the terms & conditions send along with the Debit Card / Chip Debit Card.

Customers should ensure that the Debit Card / Chip Debit Card details, PIN details are not divulged/ disclosed to any one. Customers should not handover the Debit Card / Chip Debit Card to any person other than designated bank official within the bank branch premise.

Customer is liable to ensure safekeeping of the Debit Card / Chip Debit Card and the PIN. Customer should ensure that the PIN is not seen by anyone else while being entered into an ATM/ POS.

The customer will need to inform the bank (either through phone banking/ visiting nearest branch/ any other valid communication channel) to report any lost/ stolen/ misplaced card/PIN.

The bank will not be liable for any fraudulent transaction/misuse of the card arising out of misplacement of the card/ card falling into wrong hands/ misuse of stolen cards prior to being reported as stolen/ lost by the customer.

The Bank reserves the right to limit the minimum/maximum amount, which may be transacted per day by the use of the Card and any such limits, would be subject to the availability of balance in the Account. Similarly, daily minimum/ maximum transaction limits shall apply to all ATMs and may vary between different ATMs belonging to different banks' networks, country to country and from time to time. The Bank would not be responsible for any loss or inconvenience that the Customer may suffer due to lack of uniformity in these limits for transactions through different ATMs / networks.

PIN is provided to the customer as a mechanism for customer authentication during any initiation of any transaction through Debit Card / Chip Debit Card. PIN is sent to the customer in a sealed envelope and the customer can change the PIN, using IndusInd ATM or through phone-banking. The customer authorizes the bank to carry out any transactions that have been authenticated using the PIN and the bank has no liability/ obligation to authenticate the transaction initiated through the customer Debit Card / Chip Debit Card using the correct PIN.

The bank reserves the right to deny any transaction which does not fall under the authorized list of transactions for the type of account and the Debit Card / Chip Debit Card provided to the customer or in case the limits as applicable to the card are breached. International Debit Card / Chip Debit Card can be used only for permissible current account transaction as governed by FEMA rules, 1999, additionally any such transaction should also comply with the rules & regulations stipulated by RBI or the Government of India from time to time and the customer will be liable for any penalty/ action that may arise out of non compliance to the above rules/ regulations. Any use of ATM / POS facility beyond permitted limits and/ or in conflict with or in violation of, the rules and regulations as applicable in India and/or as applicable in the country where it may be used shall be to the sole risk, liability and responsibility of the Customer and the Bank shall not be/held responsible or liable for such action or act of commission or omission, that may have been committed, knowingly or otherwise.

The Debit Card / Chip Debit Card issued to the customer is the property of the bank and the bank reserves the right to:

- Include new benefits/ exclude some existing benefits from the card at any point of time. The bank will strive to inform the customer through any existing channel at the address/number registered against the account of the customer
- Terminate/ discontinue the card assigned to the customer, with or without, informing the customer at the banks absolute discretion
- Provide replacement card to the customer against any stolen/misplaced card reported. Such replacement card attracts charges as indicated under the Schedule of Charges

Based on the product features, customers are entitled for add-on Debit Card / Chip Debit Cards for the existing savings account. The usage of these add-on cards is the sole liability and responsibility of the customer and bank provides this feature only as option.

Customer can also request the bank in writing to terminate the Debit Card / Chip Debit Card. Customer will be liable to clear out any dues pending against the Debit Card / Chip Debit Card as of the time of receipt of termination request from the customer by the bank. The bank reserves the right to set off any pending dues against any credit available in the customer account.

Customer should destroy the Debit Card / Chip Debit Card by cutting it into two pieces across the magnetic strip on surrendering/ termination/ hot listing of the card.

The customer can use the phone banking option or the bank's internet to get history of the transactions done on the Debit Card / Chip Debit Card. Customer should also ensure that any errors/ irregularities in the statement are reported within 15 days. The bank will assume the statement to be factually correct if there is no revert by the customer within 15 days.

Fees/ charges for Debit Card / Chip Debit Card issuance/ usage / replacement/ hot-listing etc are as per the details available under the Schedule of Charges.

Use of the Card at any ATM/ POS/ other devices may entail a service charge and/or transaction fee and or processing and/or conversion fee being levied on the relevant Account. Any charges/fees/conversions charges levied for transactions on the Card shall be debited to the relevant Account and the Customer shall be solely liable and responsible for payment of the same.

Indus Money is a unique customer reward program for the customers holding Debit Card / Chip Debit Cards of IndusInd bank. Under this program, customers can avail either cash back benefit or accumulate reward points which can be redeemed later based on the type of the Debit Card / Chip Debit Card held by the customer.

Not all transactions carried out by the customer are eligible for benefit under the Indus Money program. Customers need to verify the list of eligible transactions either from the bank's website or by contacting the bank using the phonebanking, visiting any branch in person or by any other valid mode of communication. Customers shall ensure that average quarterly balance as required for the particular account type is maintained in the account else he will not be eligible for cash back/ reward points (as applicable) under the Indus Money program.

Reward point earned through the Indus Money program can be redeemed as per the banks reward redemption policy. Customers can redeem reward points only after accumulating a threshold number of reward points.

The bank will take the final decision and that will be binding on the customer in case of any disputes/ discrepancy arising with respect to accumulation / redemption of reward points, eligibility of cash back/ amount of cash back or time of cash back being deposited to customer account.

The reward programs and other promotional activities are time bound and may be discontinued at any time by the bank without prior intimation to customer.

11. Choice money - ATM

IndusInd Bank in its continuous endeavour to innovate customer service mechanisms offers options for customers (and users of Debit Card / Chip Debit Cards) to choose from various currency denominations while withdrawing cash from its ATM machines. This allows customer to select from few existing choices of denominations of 100, 500 & 1000 or combination of these 3 currencies.

Customers should appreciate that this is an additional facility and depends significantly on availability of cash and denominations at that instant of time. Bank should not be held responsible for unavailability of customer choice denominations.

12. Operating accounts

Account operating rules depends on the operating mandate as defined in the account (this will be defined based on customer's instruction on operating mandate in the AOF or any changes authorized by the customer subsequent to the opening of the account) Accounts in the name of an individual can be operated only by the individual himself or by the POA (Power of Attorney) of such individual.

Joint accounts can be operated singly by any one or jointly by two or more or all of the account holders together depending on the operating instructions given by all the account holders. Any change in the operating instruction though will require the authorization of all the account holders irrespective of the operating instruction.

A literate minor above age of 12 years (as per banks internal policy) who can comprehend the nature of banking transaction and can sign uniformly can be allowed to operate a deposit account alone provided the account is in the name of the minor. Natural guardian (or a guardian appointed by Court) can open and operate a deposit account on behalf of a minor. In this case, the style of account should be "Master ABC (minor) by Father and Natural Guardian XYZ".

Bank as per its KYC requirement, may ask customer to furnish some additional documents or may request for reverification of KYC. Customers will need to comply with such requests from the bank and the bank will not be

liable for any material/ non material inconvenience that may be caused to the customer due to the customer non compliance to such requests.

The bank may time to time send deliverables (e.g. passbook, cheque book, ATM/ Debit Card / Chip Debit Card), statement of accounts, important notifications and other relevant items at the customer's mailing address as maintained in the bank's records. Hence customer will need to promptly notify the bank of any change of mailing address. Bank will not be liable for any loss/damage/ inconvenience that may be caused to the customer due to loss/ damage/ failure/ wrong delivery of such items due to the non intimation of change in mailing address by the customer.

The customer will also need to maintain required minimum balance as mandated by the bank for the particular account type & customer. Any failure to do so may attract penal charges as defined under the 'Schedule of Charges' listed on the bank website. Customers are advised to check their account statement/ account status periodically to ensure that required minimum balance is not breached to avoid any penal charges.

Total number of withdrawals from savings accounts during any calendar half-year, whether by cheques or otherwise, should not exceed 50. A service charge as stipulated by the bank per withdrawal in excess of the above-mentioned limit would be levied. Additional withdrawals would be allowed in deserving cases to a depositor by the bank at its discretion on being satisfied about the merits of each case.

1. If a savings account is opened in the middle of a half-year, the number of permissible debits shall be calculated pro-rata basis.
2. If the number of debits exceeds the permitted limit, service charges will be levied as per banks rule for every such excess debit.
3. If the account is closed within six months from the date of its opening, an incidental fee as per Banks rule will be charged.

Customers can withdraw either using cheques drawn on self or through ATM using the ATM/ Debit cum ATM card, or by using loose leaf cheques. Visually impaired customers are not provided with cheque book facility and hence shall need to use the loose leaf cheques for withdrawal of cash or else can use ATM card for withdrawing cash from ATM. In such cases of withdrawal of cash at branches, the visually impaired customer shall provide necessary photo ID proof to the branch Teller along with completely filled loose leaf cheques authorized by necessary bank official. Bank does not provide either ATM card or personalized cheque book to illiterate customers and hence illiterate customers can withdraw cash only from branches using loose leaf cheques and a copy of photo ID proof, post verification & authorization by the bank branch official.

Withdrawal can be done in amount rounded to rupees only. The bank shall allow cash withdrawal by personalized cheque only for an amount greater than Rs. 50/-. There is no upper limit for amount that can be drawn by a single cheque but such withdrawal shall necessary be authenticated by branch officials as per the banks passing power policy.

Customers are advised to inform the bank in advance for withdrawal of large amount (greater than 10 lakh INR) to facilitate better service.

There are limited numbers of free transactions in terms of ATM withdrawals, usage of cheque leafs, DD/PO, electronic payment (RTGS/ NEFT) that the customer is eligible. Customer will need to verify, from the bank's website or by contacting the bank through any of the valid communication channel, the number of free transactions he is eligible. for the account type he is holding. The bank is free to charge (as per Schedule of Charges) the customer on a per transaction basis whenever the threshold limit of such free transactions is exceeded. Any waiver to such fees will be at banks sole discretion.

The Government of India has made mandatory to provide PAN details (Form 60/ 61 in cases where customer does not have a valid PAN) for any cash deposit transaction of Rs 50,000/- and above.

Customer may change his office or residential location during normal course of account operation. Customer may request for transfer of his account with respect to the same or for some other reason. Such requests for transfer from customer should always be in writing and all the account holders should be a signatory in the transfer request letter. The bank shall identify the best branch location where the customer can transfer his account and advise accordingly. The customer shall return all his unused cheques for that account along with ATM/ Debit Card / Chip Debit Card to the bank. The bank will close his existing account and arrange for opening of new account in the new branch and will issue welcome kit to the customer as applicable for a new account. The bank will also arrange for transfer of any credit balance in the existing account to the new account.

13. Cheque books

The bank provides multi-city personalized cheque book to all its eligible account holders (cheque book facility is not given to illiterate accounts, no-frills or accounts with no cheque book facility). The customer is entitled to certain number of free cheque book depending on account type. Bank may restrict such facility if the customer fails to maintain the required minimum balance as defined for the type of account.

Customer can request the bank for fresh cheque book once the existing cheque books are exhausted. Customers are entitled to a limited number of free cheque books as per the type of account and issuance of cheque books beyond the free limit may attract charges.

All cheque (from customer account) presented to the bank must have:

- The instrument is signed as per the operating instruction for that account
- The signature on the cheque is as per the signature in the bank record for the particular account
- All the fields (Payee, amount in figures, amount in words, date) are all filled
- The cheque is not stale (date is not more than six months from the date of presentment)
- Any alteration is counter signed by the drawer signature (as per revised RBI guidelines, no alteration is allowed in cheques processed under the cheque truncation system). Bank may also dishonour cheques if alterations are found to be suspicious in nature.
- The account has sufficient fund to honour the cheque- Customer should ensure that the account is funded sufficiently so that the cheque is not dishonoured due to lack of funds. Any cheque dishonoured due to insufficient fund may attract penal charges from the bank.
- Customers should not that all requirements specified, for processing cheques through cheque truncation mechanism, would be applicable and customers should abide to those restrictions. RBI is in the processing of implementing cheque truncation system in different locations in a phased manner.

Bank may also levy charges to the customer if cheque presented by later is returned due to insufficient funds. The bank reserves the right to block the customer account if there are excessive incidences of cheque returns.

Customers can place in 'stop payment' request with the bank for any cheques that are missing/ stolen/ not required to be paid. Customer needs to ensure that such stop payment request is made prior to presentment of the cheque to the bank. Bank will not be liable for any payment made against cheques for which the stop payment request is received by the bank post the presentment of the cheque to the bank. Bank may charge the customer for any such stop payment request (pls. refer to Schedule to Charges). Based on the type of the liability product, IndusInd bank offers Payable at Par (PAP) cheque facility. With these cheques, customers would be free to use the cheque across all the branches of IndusInd and clearing of these cheques across any of the IndusInd branch locations would be considered equivalent to local clearing.

Customers of IndusInd bank have various options to present their cheques to the bank viz; handover at branch, using drop box at branch, drop boxes at ATM location, etc. customers may opt to get the acknowledgement only at the branches and any cheques dropped at drop boxes are at the sole discretion of the customers. Clearing cycles for cheques dropped at drop boxes are indicated over the respective drop boxes and customers acknowledge to the time indicated.

14. Demand drafts & pay orders

Customers can place a request for issuance of demand drafts / pay orders by visiting any of the IBL branches. Any charges associated (refer to schedule of charges) with issuance of Demand Drafts or Pay Orders will be recovered from the Customer by debiting customer's account. Application of charges is dependant on the type of account & relationship the customer maintains with the bank.

In case the instrument is lost and (or) needs to be cancelled, customer should visit the same IBL branch where the Demand Draft or Pay Order was issued. The amount, after deduction of applicable charges will be credited to customer's account.

Where a draft is lost and customer wishes to cancel the lost draft, customer will be required to indemnify the bank of all possible liabilities. For this case, customer would be required to complete certain documentation to the bank's satisfaction. Only after all the documentation is provided, will the draft be cancelled and funds transferred back to customer. If the lost draft is already in cleared or if it in the clearing cycle, this cannot be cancelled.

IndusInd Bank has tie-ups with various banks (correspondent banks) and local tie-ups other banks for issuance of Demand Drafts in locations where IndusInd Bank does not have branches.

IndusInd Bank provides issuance of DD's & PO's through internet banking. The details about such service, charges associated and the delivery mechanism will be intimated prior to rollout of the service.

IndusInd Bank reserves the right to time for rollout of various services and discontinuation of any of the service through any channel without prior notice to customer.

Customer bears the final responsibility for any wrong information provided in the request for the draft. Customer should also ensure that the details indicated on the draft are correct immediately after receipt of the draft.

15. Electronic transactions

IndusInd Bank offers apart from branch walk-in transactions, various other channels for customer to interact and transact through the account. These channels include internet banking, phone banking, through ATM machines, kiosks, mobile banking, door step banking, etc.

Transactions processed online through any of the electronic channels are to the discretion of customers and all customers shall comply with all such terms and conditions as prescribed by the Bank from time to time for transactions executed.

Customers should ensure that the credentials are authenticated only in personal computers rather than those being used / shared by general public. Transacting through machines used by public exposes customer's account for fraudulent usage. Customer will only be held liable incase of any misuse / fraudulent transactions.

Customers are required to access the online banking portal only by entering the respective site address and not through any links that direct for access.

Customers are required to store / keep all user id's and passwords confidential as these are necessary to access financial information and perform financial transactions. In its constant endeavour to enhance security measures, IndusInd bank may introduce additional details required to access online account and it will be the responsibility of customer to adhere to. Customers are also required to change passwords at frequent intervals as a measure of safety.

Incase where a wrong password is types multiple times, the customer's online banking account is locked. In these instances, customers may request for a new password through mail at customers risk or the password can be regenerated through a defined mechanism that has been provided on the website of the bank.

All the financial transactions processed through online channel are instantaneous and irrecoverable once executed.

Customers will take sole responsibility for any mistakes made during transactions. Customers, as a matter of acknowledgement and reference, should carefully note down the confirmation numbers pertaining to the transaction. IndusInd Bank will not be responsible for the delay happening at the other bank where funds need to be credited to beneficiary's account.

Transfer of funds through various payment modes is subject to a minimum and maximum amount as defined based on internal bank policies and regulations and customer should adhere to the same.

Customers will hold complete responsibility for any transactions pertaining to purchase of services and good over internet or any other channel if at all the underlying liability account is used. Customer should observe and comply with applicable laws and regulations in each territory of use.

Customers will be informed through mailers / display of notices / bank website / short messaging service regarding the fees and charges applicable for various online transactions. These charges will be debited to customer's account.

Customers are required to carefully read and agree to the terms and conditions of various services. IndusInd Bank shall not be liable to any issue arising due to misuse. It is further customer's responsibility to ensure availability of necessary and compatible softwares for accessing internet banking.

IndusInd Bank may wish to send notification through short message service (SMS) to the customer's registered mobile number regarding the completion of transactions, failure to transact, etc.

The bank performs maintenance activities to the online banking site on a frequent basis. The time for such maintenance activity will be intimated in the website. Bank cannot be held liable for any delay / non completion of such transaction during the maintenance period.

Whilst the bank shall aim to provide security to prevent frauds, misuse, hacking and other actions to the website, internet per se is susceptible to a number of frauds. Customers shall evaluate all risks arising out of these and the bank shall not be responsible for the same.

The bank through online banking may also provide mail / messaging service to interact with customer service personnel. Information provided through such messages should not be considered as completion of financial transaction. These are just information messages.

16. Standing Instructions

IndusInd Bank offers its customers a facility to set fund transfer instructions to the liability account for a defined tenure, amount or any other acceptable condition specified in the Standing Instructions Application Form. Customer is required to provide request at any of the IndusInd Bank branches for availing of this service.

If standing instructions for servicing loans is dishonoured, this is considered equivalent to cheque return and customer should bear all necessary charges as specified for respective products.

In-cases where standing instructions are continuously/ frequently dishonoured, IndusInd Bank has the right to discontinue this facility to the said customer without prior notification.

Customers should note that standing instructions for international funds transfer is not available at the moment.

17. Extended banking hours

IndusInd Bank branches remain closed for customer walk-in transactions on the days specified in the holiday list and Sunday's in general. The branch opening timings during which customer can avail services are specified in the respective section.

For the sake of customers benefit, IndusInd Bank offers extended banking hours facility in certain select branches,

list of which is provided (and updated from time to time). This includes 8-8 banking and 7 day banking (365 days banking).

IndusInd Bank reserves right to add, modify and delete certain of these banking transactions during the extended banking hours. The bank may not be able to process certain transactions, during the extended hours, which are governed by specific cut-off time as decided by the regulatory bodies. In all such cases, the bank will strive to process the transaction in the next earliest possible time as per the cut-off time and day. The bank also reserves the right to discontinue extended banking hours facility in certain branches without prior notice.

Transactions performed during the extended banking hours (after the regular banking hours) will carry a value date of the next banking day in that location due to technical reasons. The bank will not be liable for any issues relating to loss of interest or liability suffered by customer including return of cheques. Further on any transactions carrying the same day as value date, for the transactions carried out during extended banking hours is at the sole discretion of the bank.

Customer service requests will only be accepted during the extended banking hours and will be processed during the regular banking hours of the branch during the same day or the next banking day as the case may be. Customers should note that only specified number of branch staff will be available during extended hours.

In the event the branch is not available during the extended banking hours, a prior notice will be displayed at the branch premise 2 banking days in advance for customer notification. Customers are requested to contact the branch and confirm prior to reaching branch in-case of exigencies.

18. Phone banking services

IBL offers phone banking facility to its customers during the designated hours of the day as provided on the bank website and updated from time to time. Customers can also visit the bank's website for various facilities which can be availed through Interactive Voice Response (IVR) system and through phone banking representative. These services will be offered to customers on best effort basis and IndusInd Bank is constantly upgrading the technical and human resources to serve customer's needs.

Each customer will be identified and authenticated through a set of defined passwords / personal identification numbers / specific set of questions. Customers should learn that unless these are positively identified, phone banking services cannot be offered. In addition to the existing customer authentication mechanisms, IndusInd Bank will introduce additional security measures as required by regulatory from time to time.

For record keeping and service enhancement purposes, all customer calls may get recorded and bank hope that the customers appreciate the necessity. These recorded calls may also be selectively used by the bank for any investigation purposes incase of any fraudulent issues pertaining to the accounts under scrutiny.

Customers should note that, while the bank offers services through phone banking, some of the services would need customers to walk-in to branch for getting the complete transaction done. These may require additional identity validations, etc and customers should abide to the policies of the bank.

For any services that require mailers to be sent, customers should note that the address used will only be the registered address as available in the bank records. There cannot be any compromise on this issue as this may violate bank's Know Your Customer norms.

Phone banking telephone number may be subject to change and customers are required to visit bank's website for any updates.

19. Mobile alerts

All customers having their mobile numbers registered with the bank are entitled for receiving mobile alerts for various types of banking transactions performed. This alerts typically are provided for cash withdrawal, cash

deposit, funds transfer, funds credit, balance alerts, etc. While bank sends (push) alerts to customers on a frequent basis (or based on event of financial transaction), customers can also request (pull) for specific information.

Bank sends these alerts on best effort basis to ensure that customer is informed immediately after the event however, bank is dependent on various third party service providers to complete the complete information transmission. In this regard, bank will not be liable for any information reaching customer after delay / non receipt of information.

Charges for these mobile alerts would be as per the product features, relationship of customer with the bank and are indicated in the schedule of charges. Charges are subject to change from time to time.

20. Overdrawing

The customer is responsible to ensure that sufficient balance is always available in his account with the bank especially prior to withdrawal of cash from ATM, doing any transaction through Debit Card / Chip Debit Card either at Merchant POS or through netbanking or any other available mode of transaction, issuance of cheque or requesting for demand draft.

The bank will not be held responsible if any customer induced transaction is not honoured by the bank due to lack of sufficient balance. If execution of any such transaction, leads to a debit balance in the customer account, then the bank will be free to charge applicable interest for the 'debit balance' amount for the period the account remains in debit balance on a pro-rata basis. The customer will be liable to pay interest on the overdrawing created in his account, even if it is not under a prior arrangement, as per the Bank's prevalent rates. The bank may also on its own absolute discretion set off such debit balance against any credit available in customer's other account held jointly or singly without giving any notice to the customer.

Any temporary relief given by the bank to the customer with respect to 'Overdrawing' on his account will be purely at the bank's discretion and will be applicable only as one time facility and the same should not be construed as an approval for similar transactions in future, unless otherwise explicitly agreed on between the bank and the customer in writing.

21. Collection facility

The bank accepts cheques drawn in favour of the customer for collection. The bank's cheque collection policy is governed by its 'Policy on Collection of Cheques / Instruments' which is available with the branch. The customer shall note that the bank's cut-off time for acceptance of local cheques and outstation cheques are displayed on the notice board and the drop box of the bank branches.

The bank assumes no responsibility and hence no liability for any damage/ loss to the customer due to the cheque getting lost/ mutilated/ delayed during postal/ courier transit. The bank has no liability to verify the authenticity of the signatures on the cheque or in time taken for the realization of the instrument. The credit is reflected into the bank reserves the right to give provisional credit under certain circumstances against an instrument accepted for collection. In case of the instrument being returned unpaid, the bank shall have the right to recover the provisional credit along with applicable interest. The bank has the right not to allow any drawings against such provisional credit.

Customer has to bear the charges/ penalties as applicable for cases where customer has drawn against provisional credit and the cheque has been returned unpaid.

In case of wrong credit by the bank, the bank reserves the right to revert such erroneous entry without any liability of informing the customer.

22. Sweep In/Out

The bank provides sweep in/ out deposit facility to its account holders. As per this facility, balance over the specified

amount maintained in the transaction account, will be automatically transferred to Term Deposit for a predetermined period, as per customer's instruction. The specified amount will be as per bank's discretion.

In case of insufficient balance in the CA/SB account at any point in time, required amount will be transferred to these accounts by breaking deposits for the benefit of the customer. The system will break the last amount that was sweep out to the deposit account and will follow the LIFO (last in first out) method while breaking the deposit.

The customer shall also note that only the principal amount in the deposit account will be available for breaking in case of insufficiency of funds in the savings/ current account. The bank shall not be liable for any consequences arising out of any transaction on the savings/ current account which is failed/ dishonoured by the bank due to insufficiency of funds in the savings/ current account even after the entire principal amount in the deposit is broken and put back into the savings/ current account.

The interest applicable on the sweep in/ out deposit will be as per the interest applicable for Term deposits.

The customer shall ensure that the sweep in/ out deposit account has same name & title and same operating mandate as that of the linked savings/ current account.

Customers should note that the sweep-in and sweep-out of funds is performed by the bank on best effort basis and these services may get hampered / delayed during end of period system processing, system maintenance, etc. Where ever customer notices these issues, customers should inform the branch / contact centre for rectification at the earliest. Sweep-in and Sweep-out product features require certain conditions viz; multiples, etc and customers should get complete information of the product prior to applying for these products.

23. Door-step banking

IBL has extended its banking services to customer's "Doorstep" through independent agencies appointed by the bank. The facility is provided only to account holders / mandate holders at the customer's registered address (as per bank records) and will be available within city limits at select locations across the country. The limits of a location and the location of door-step banking service is the sole right of the bank and based on many factors including feasibility and availability of qualified agencies.

Customers can avail of the following door step banking services.

- Cash Pick-up
- Cheque pick-up
- Cash delivery

Limits for each of the above services have been defined by the bank location wise and customer shall abide to the pre-set limits. The charges for the services are collected from the customers as defined in the schedule of charges.

All the staff (of various agencies) performing activities of door-step banking are provided with personal identification cards and it is the sole responsibility of customer to confirm the identity prior to transacting. Customers are also required to safe keep the copies of acknowledgement till such time, customer's account is reflecting the transactions. In the event of any discrepancy, customers should immediately contact the nearest branch and inform.

Customers should respect the time required to complete the transaction for cash pick- up and cheque pick-up. These have been specified clearly in the agreement. Cash delivery to customer is processed only after debiting customer's account and non availability of funds would mean that the transaction cannot be processed.

IndusInd Bank provides these services after duly executing door-step banking agreement between customer and bank and all the details regarding the services, timelines, and responsibilities have been detailed in the agreement. Customers are required to carefully study and execute the document. IndusInd Bank will not be held responsible for any issues arising including but not limited to any loss due to non delivery, identification of forged notes, etc.

24. Dormant Account

IBL may classify an Account as:

- Inactive - if there are no customer-induced transactions for 12 consecutive months in the Account.
- Dormant - if there are no customer-induced transactions for 24 consecutive months in the account. i.e. no customer-induced transactions for 12 months after the account had become inactive

Customer-induced transactions mean any credit or debit transactions done by a Customer in his Account which include, but not limited to, the following:

- Cash Deposit or Withdrawal
- Cash Withdrawal at ATM
- Transactions performed through Net Banking
- Transactions performed through Cheques or other instruments
- ECS credits or debits
- RTGS and NEFT
- Standing Instructions

If an account is classified as inactive or dormant, credits and debits to such an account may be denied temporarily. To ensure authenticity of the customer and customer's (all joint account holders, where applicable) credentials, KYC related documents need to be submitted at any of the IndusInd Bank branches. IndusInd Bank will take all necessary precautions to ensure that customers are not inconvenienced during this process while not compromising on the regulations.

During the period of dormancy, transactions through other alternate channels viz; ATM, Phone Banking, Mobile Banking, Online Banking, etc, shall not be available to customer.

Account will be activated only after providing all required KYC documentation along with a written request in this regard and by initiating a transaction.

25. Nomination

Nomination facility is available for all savings bank accounts. Nomination cannot be obtained for accounts held in representative capacity as the holder of any office.

Customer is advised to provide nomination details while opening of an account especially for sole individual accounts. In case of sole individual accounts where customer does not wish to provide any nomination details, the same should be noted exclusively in the AOF and countersigned by the customer.

Nomination can be done in favour of only one individual. If the nominee is minor, then another major individual should be appointed to receive the amount in case of claim during the minority of the nominee.

In case of minor account, the person lawfully entitled to act behalf of minor should make nomination. Nomination facility is not given to minor accounts operated by minors.

Customer can include nomination or can change/modify existing nomination details in the account during his/her lifetime. In case of joint accounts, authorization from all the account holders is necessary for any alternation to nomination details. A witness is required when making nomination or modifying/ changing nomination details and the witness signature is mandatory in the nomination form.

Customer should ensure that he receives the acknowledgement for all such transactions for new nomination or change/ modification to existing nominee details.

Nominee has the right to receive the applicable payment from the bank only on the death of the account holder in sole individual account or all account holders in case of joint account.

26. Death or incompetence

In cases where the sole account holder dies or is declared incompetent, the proceeds of the account will only be processed to the registered nominee. Where a nominee is not assigned, the bank may be required to take the issue case by case and the proceeds will only be handed over to legal heir(s) or court nominated individual.

The Customer must notify the Bank immediately if any of the joint account holders or authorized signatory of the Account dies or is declared incompetent.

IBL may place a freeze on such Accounts and stop all operations till the identity and credentials of the successor is established to the Bank's satisfaction.

27. Special accounts / account variants

Any T&C specially mentioned under this section for the special accounts/ account variants as detailed here, will be over & above the T&C mentioned anywhere else in this T&C document.

Indus Young Saver: The bank has designed these special recurring deposit accounts for minors. Since this is a minor account, all regulations/ T&C for minor accounts as covered under different sections of this T&C will apply. The account can be opened as an 'Under Guardian' account or by the minor himself if he is of age 12 years or more.

Senior Citizen account: The bank as allowed under the regulations will provide additional interest rate benefit for any savings bank accounts held by a customer, who is a senior citizen. The customer shall be responsible for informing the bank about his 'senior citizenship' status. The bank has the right to ask for any valid age proof to authenticate the eligibility of the customer to be considered as 'senior citizen'

No frills account: The bank, as per RBI regulations, provides 'no frills' account to extend banking service to distant places within the country. Some special conditions for these accounts are:

- **Eligible for:** As per the KYC procedure opening of no frills accounts is possible for those persons who intend to keep balances not exceeding Rupees Fifty Thousand (Rs.50,000/-) in all their accounts taken together and the total credit in all the accounts taken together is not expected to exceed Rupees One Lakh (Rs.1,00,000/-) in a year.
- **Simplified KYC norms** especially for opening of such accounts. The customer shall speak to any bank representative or visit any bank branches to get more information on the simplified KYC guidelines for such accounts. The customer shall note that the opening & the operating of such accounts will follow the KYC norms prescribed by the bank.

Salary accounts: The bank at its own discretion may provide certain benefits to its salary account holders. The benefits may include free multicurrency cheque books, free utility bill payment, zero balance benefit and so on. The customer shall note that the exact benefits that will be provided for such accounts varies from time to time and the customer shall verify with the bank regarding further details of such accounts at the time of opening. The customer shall note that such benefits will stand true till the time the account is eligible under this category. The Customer shall agree and confirm that the Salary Account would be activated for debit transactions only after submission of Employment Proof to the Bank.

Indus Maxima accounts: Maxima is a group product, whereby the customer can group prescribed number of accounts, as per Bank's policy. The balance requirement on Maxima account can be sufficed by balances across the grouped accounts. Only accounts of blood related and spouse can be grouped. The customer is required to indicate the account which needs to be maintained as the primary account. The minimum required balance is calculated based on the sum of amounts held in individual accounts. This minimum required balance is subject to change from time to time as per bank's internal policies and changes based on new product launches. Bank reserves the right to recover the charges (if any) from any of the group accounts if the account being charges does not have sufficient balance. Bank also reserves right to call for additional documentation for any of the customers (including account users) as the case required. Charges for deliverables will be as per the schedule of charges. Bank shall not be liable for misuse of the account (including usage of additional cards).

28. Closure of account

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

- In case any of the documents furnished towards Identity and address proof are found to be fake / forged / defective
- The Account opening cheque is returned unpaid for financial reasons/ signature not matching.
- In case fraudulent / forged / fake cheques / bank drafts or any such instruments are attempted to be cleared / cleared through the Account
- In case of frequent returns of inward / outward cheques in the Account;
- In case a debit balance for reasons, including but not limited to, non-repayment in case of facilities offered by IBL, where repayment is to be made through Customer's Account; reversal of wrong credit; any temporary overdraft granted to the Customers by the Bank in relation to any facility or otherwise, etc., is allowed to continue for more than 90 days in the Account;
- Improper conduct of the Account in terms of volume / type of transactions;
- For unsatisfactory conduct of the Account.
- In the light of the transactions in the account and other circumstances the Bank comes to the conclusion that maintaining of such account is undesirable.
- On customers' refusal of providing required information to the Bank and / or documents relating to the due diligence required to be carried out by the Bank.
- Under instruction/ order from enforcement authorities/ court of law.

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, IBL reserves the right to keep such amounts in a special office account without any interest being payable on the same. In case of any shortfall in the Account, the Customer shall be liable to pay the amount outstanding on account of charges / interest or otherwise to IBL, forthwith, without demur or protest.

In case the savings account has been frozen by bank under orders from enforcement authorities / court of law, as per RBI mandate, the bank will continue to credit the interest to the account on a regular basis. Furthermore, it will be the responsibility of the account holder to surrender the unused cheque leaves, Debit Card / Chip Debit Card and all associated deliverables. The Bank will not be responsible for any loss sustained by the customer on account of loss of such instruments. Customer should also ensure that any standing instructions, ECS mandates, linked demat accounts, safe deposit lockers, FD maturity instructions related, etc are removed on the account.

29. Change of terms

Terms & conditions are liable to change due to change in any rules/ regulations from RBI/ GOI/ IFSCA, any addition or deletion of facility/ product by the bank or any other reason which the bank may deem fit for amending the existing terms & conditions.

The bank may change the terms & conditions from time to time at its own absolute discretion. Changes can be but may not be limited to addition of new terms & conditions, deletion of existing terms & conditions, modification to an existing terms & conditions. The bank may communicate the changes either by hosting on its website, or through any other available mode of communication. The customer shall be responsible to keep himself updated on the terms & conditions by checking the banks websites regularly.

30. Non transferability

The account and the services provided by the bank to its customers are non transferable under any circumstances and shall be used by the customer only. The bank though reserves the right to transfer, assign, or sale it rights; benefits or obligations to any other person and these Terms & Conditions will continue to hold for the benefit of the successors and assigns of the bank.

31. Notices

Notices in respect of the Account, the services and facilities in connection with the Account may be given by IBL either through email at customers' registered e-mail addresses or posting a letter to the Customers' registered mailing address. IBL may also give any notice by posting the notice on the Website or by displaying at the branches and the same will be deemed to have been received by the Customer.

32. Waiver

IndusInd Bank levies charges to the account only as per the schedule of charges communicated to customer well in advance through various channels – branch display, bank website, terms & conditions and physical mailers. These charges cannot be waived under any circumstances. Any waiver is an extreme right of the bank and can only be applied in case of any discrepancy / wrong debits to the account due to technical reasons. Customers are required to inform bank within the stipulated time period of any such discrepancy for rectification. Customers can communicate to the bank through contact centre or at their respective branch and allow necessary time for rectification.

33. Indemnity

The Customer shall indemnify IBL from any loss that may occur arising from misuse of the Account or the Services of the Bank.

IBL shall not be liable to the Customer for any damages in connection with the Account or the Services or for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the Customer.

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 IBL and shall indemnify and keep indemnified IBL from all actions, proceedings claims, losses, damages, costs and expenses which may be incurred by IBL in connection with any failure to comply with any such applicable laws and regulations.

The indemnities as aforesaid shall continue notwithstanding the termination of the Account.

The Bank shall not be liable if any transaction does not fructify or may not be completed for any failure on part of the Bank to perform any of its obligations under Conditions or those applicable specifically to its services/facilities if performance is prevented, hindered or delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force Majeure event continues.

34. No encumbrances

Customer will need to ensure that no encumbrance/ third party interest is created/ permitted over the account (including the credit available in the account) held with the bank without explicit written agreement with the bank.

35. Governing law & Legal jurisdiction

The Terms and conditions, or the operation of the accounts held with the bank or services provided by the bank to its customers shall be governed by the laws of the Republic of India only. Any disputes/ claims/ issues shall be brought in the courts/ tribunals under the jurisdiction of Mumbai. The bank though reserves the right to initiate proceedings against any customer at any courts/ tribunals/ authorities and the customer hereby consents to that jurisdiction.

In case any provision of these Terms & conditions become legally untenable/ unenforceable/ prohibited, then such extent of unenforceability will apply only to the said provision and not invalidate the remaining provisions of the terms & conditions.

36. Sharing of Information/Disclosure

The customer by opening & maintaining any account with the bank gives the bank the right to share/ disclose

customer account/ personal information as available with the bank with any entity which has the right to access such information which may include but may not be limited to:

1. Reserve Bank of India (RBI)/International Financial Service Centre (IFSC)
2. Government of India through its authorized representative/ body
3. Courts/ Investigating agencies
4. Securities exchange board of India (SEBI)
5. Authorized representatives of the stock exchanges
6. Auditors, professional advisors
7. Third party service providers with whom the bank has executed legal contract on 'services/ products' and who will need to access the information
8. Any other legal entity/ authorized individual who has is entitled to such information
9. Credit Information Bureau's including but not limited to CIBIL.

The bank reserves the right to source for any other information about the customer or his accounts/ financial condition as may be deemed fit by the bank through whatever sources are available to the bank.

IndusInd bank uses customer's contact information for service and promotional activities. For this IndusInd may share this customer's information with other arm of the bank's group company(s) or any other third party that are bound by conditions (on use of customer information provided by IndusInd). IndusInd bank takes express consent from customer on this aspect during account opening.

37. Terms and condition For Account / Deposit with International Financial Service Centre (IFSC) Branch

Bank shall offer products & services as permitted by the IFSCA. The regulations, guidelines & directions as issued by IFSCA shall be applicable & govern all accounts, deposits & loans opened with the IFSC Branch. Only individual with net-worth as defined by IFSCA will be allowed to avail products, services & facilities with the IFSC Branch in foreign currency. It is the customer's responsibility to check & abide by all the resident country's regulations, guidelines & directions issued by the local authorities / banking / financial services, as relevant and applicable.

The account & deposit will be only in Foreign Currency. Bank's interest rate and policy for IFSC Branch shall be different & will be published on the Bank's website. The interest on savings account will be paid on quarterly basis. The interest on fixed deposit will be compounded on half-yearly basis. It is important to note that the account/s and deposit/s with IFSC Bank Branch is/are not covered under any Insurance / Deposit Insurance as such.

38. Force Majeure

The bank shall not be liable if any transaction fails, bank's services are disrupted or the bank is not able to perform/ underperforms any of its obligations as outlined under the Terms & Conditions by an event of 'Force Majeure' and in happening of such cases, the bank's obligation will remain suspended till such 'Force Majeure' condition remains.

'Force Majeure' event means events caused beyond the reasonable control of the bank which may include but may not be limited to acts of Gods, fire, flood, sabotage, virus attack on the system, earthquake, tsunami, unauthorized access/ hacking of bank's assets, communication failure, riot etc.

39. Outsourcing

The bank may outsource some of its services to a third-party professional agency/s.

IndusInd Bank

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