

AGREEMENT/TERMS AND CONDITIONS FOR DOORSTEP BANKING SERVICES

"Account" refers to the current/savings account of the client with CSB in India, which is designated as eligible account by CSB for the purposes of availing the aforesaid Services.

"Client" refers to a person referred to the service request form having an Account with CSB and requesting for availing the Services, which request has been accepted by CSB.

"CSB" refers to The Catholic Syrian Bank Limited, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at St Mary's College Road, Thrissur – 680 020.

"Instruction" refers to the requests and/or instructions for pick-up and/or delivery of cash, cheques, demand drafts and documents relating to banking business as may be sent by the Client to CSB by means of a telephone and/or fax transmission.

The Client acknowledges and agrees that the requests and Instruction for:

Delivery of cash, demand drafts to the Client may be undertaken by CSB only if the request/Instruction is made in writing / by a telephone call/fax transmission as per the procedure mentioned in the 'service request form' sent by CSB to the Client.

Pickup services for cash, cheques, demand drafts and banking business documents may be undertaken by CSB if the request is received in writing/Instruction is made by telephone or fax transmission as per the procedure mentioned in the service request form sent by CSB to the Client.

The Client must ensure that every Instruction to be sent through fax transmission is sent on CSB's printed format applicable to the particular transaction and account at the time. If an Instruction through fax transmission is sent by the Client otherwise than on CSB's printed format, it will be rejected by CSB and CSB will not be responsible to comply with any such instruction which is not in the printed form.

The Client agrees and undertakes to duly comply with its obligations in terms of the processes as detailed in service request form sent by CSB, and to duly remit the charges/payments for the Services rendered by CSB as detailed in service request form.

The Client agrees and understands that CSB shall act upon the Instructions in writing /sent by fax only if in the opinion of concerned officer of CSB such Instructions are clear and unambiguous. The decision of the officer of CSB whether any such Instructions are clear and unambiguous or not and all actions of CSB thereof shall be conclusive and

binding on the Client. This clause shall not preclude CSB from exercising its absolute discretion to act or not to act on any or all Instructions of the client.

The Client agrees and acknowledges that it is the client's duty to confirm receipt of the instructions in toto as the transmission of information through fax or telephone is not a secure means of sending information and may be subject to tampering and unauthorized access, fraudulently or mistakenly written, altered or sent, and not be received in whole or in part by the intended recipient, which may be including but not limited to:

the Instructions may be fraudulently written or altered.

the Instructions may reach CSB in jumbled state or in a manner or shape that it may be misunderstood.

the Instructions may not be received by CSB and/or may be received by CSB only partially on account of technical issues there may be a mistake in understanding the message.

The Client shall continue to be bound by all or any action of CSB in complying with the Instructions given to CSB in writing / by fax even if such Instruction has been countermanded by a subsequent Instruction or any written order or direction of the Client, if CSB has already commenced acting upon the first of such Instructions (without prejudice to it having received and acted upon a subsequent Instruction or written order or direction) or even in the event the facility as specified of receiving Instructions has been discontinued or suspended.

CSB shall not be liable for any inaccuracy, error or delay in, or omission of, (1) any data, information or message in the fax Instruction, or (2) the transmission or delivery of any fax Instruction; or (3) any loss or damage arising from or occasioned by (i) any such inaccuracy, 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 CSB due to failure of operational systems or any requirement of law or any internal policy of CSB or 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 CSB, and in case of tampering and unauthorized access to providing of Instruction, Instructions that are fraudulently or mistakenly written, altered or sent, and the Instruction that may not be received in whole or in part by the intended recipient.

The Client agrees that CSB shall not be liable if:

the Client has breached any of the Terms and Conditions, contained herein or

the Client has contributed to or the loss is a result of failure on part of the Client to advise CSB within a reasonable time about unauthorized access of or erroneous transactions in the Account by use of the Services;

The Client agrees that CSB may at such times as CSB may deem fit, request the Client

to approach CSB branch with the acknowledgment provided by the agent to the Client at the time of the execution of the Instruction.

CSB may, at its sole and absolute discretion, act on any request or Instruction made by the Client to CSB, or which CSB reasonably believes to have been made by the Client.

The Client agrees and acknowledges to waive off its 'right to claim' for the Services to be provided at its doorstep and that CSB is under no obligation whatsoever to accept an Instruction through fax transmission or telephonically. Further, without limiting the generality of the foregoing, CSB shall not be deemed to have accepted any Instruction unless and until CSB receives the complete Instruction on a business day and during the normal business hours of CSB.

The Client is responsible for the accuracy and authenticity of the Instructions provided to CSB and the same shall, subject to these Terms and Conditions, be considered to be sufficient to provide the Services. CSB shall not be required to independently verify the veracity, authenticity or validity of the Instructions. CSB shall have no liability if it does not or is unable to stop or prevent the carrying out of or the execution/implementation of an Instruction that is subsequently countermanded by the Client. Where CSB considers the Instructions to be inconsistent or contradictory it may seek clarification from the Client before acting on any Instruction of the Client or act upon any such Instruction as it deems fit. CSB has no liability or obligation to keep a record of the Instructions to provide information to the Client or for verifying Client's Instructions. CSB may refuse to comply with the Instructions without assigning any reason or notice and shall not be under any duty to assess the prudence or otherwise of any Instruction and have the right to suspend the operations through the Services or carrying out of Instructions if it has reason to believe that the Client's Instructions will lead or expose to direct or indirect loss to CSB, or CSB may require an indemnity and/or other security/comfort from the Client before continuing to restore/perform the Services and/or Instructions.

CSB shall be responsible for the acts of omission and or commission of the Agent appointed by CSB for the purposes of providing Services to the Client.

The Client acknowledges and agrees that the Instructions for the Services shall be processed by CSB only if the same are received by CSB in the prescribed time and manner.

The Client agrees and acknowledges that the Services shall be provided by CSB at the communication address of the Client available with CSB at the time of the Client applying for availing the Services. In case of any request provided by the Client for getting the communication address changed in the records of CSB in a manner as may be prescribed by CSB, such changed communication address shall be used by CSB for providing the Services to the Client.

The Client agrees, confirms and undertakes to pay to CSB such charges/fees/expenses as may be notified to the Client by CSB at its sole discretion from time to time for

organizing the Services. The Client further agrees and confirms that the acknowledgement and confirmation receipt to be furnished by the Client on the sheet provided by the agency would be a final and binding acknowledgement and confirmation of receipt of documents by the Client.

Without prejudice to anything contained above, the Client agrees acknowledges and undertake that the Services proposed to be offered by CSB should be construed as mere extension of the banking services offered at any of its branches and the liability of CSB is limited to the extent as if the transaction is/was conducted at the CSB branch.

The Client hereby agrees that the client is liable for any fake currency notes detected in the amount remitted by them under this service and hereby consents to the Bank debiting the client's account with the value of the fake notes. All other regulatory and statutory guidelines as to detection and handling of fake currency notes will apply in such instances despite the fact that the monetary loss is made good as above.

The Client confirms that CSB is authorized to debit the Clients' account with amounts in pursuance to any Instructions under the facility notwithstanding any other requirement contained in any law and practice including but not limited to Negotiable Instrument Act, 1881.

Under no circumstances, shall CSB, its employees, directors involved in providing the Services be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to 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 provision of the Services resulting from unauthorized access or alteration of Fax Instruction or arising from interruption, suspension or termination of the cash/cheque collection and delivery services or any inability of CSB to receive instructions, directions, orders or other communications from the Customer or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise except in case of willful default or gross negligence on the part of CSB. Provided that notwithstanding anything to the contrary contained herein, the aggregate liability of CSB under this arrangement shall not exceed the service charges received by CSB from the Customer under this arrangement.

The Client hereby indemnifies and agrees to keep CSB indemnified against all and any costs, losses, damages, expenses (including all legal expenses on a full indemnity basis) or other liability sustained or incurred by CSB as a result of CSB accepting and acting on an Instruction given or deemed to have been given or purportedly given by the Client, including but not limited to the Client, the Client handing over self/bearer cheques to the cheque pick-up/delivery agency appointed by CSB in lieu of the cash delivered to the Client premises without ensuring that the "Paid" stamp of the cash delivery agency is affixed on the cheque in the Client's presence.

The Client hereby authorizes CSB to charge the Account held with CSB with any sum of money that is payable by the Client, if any, in connection with a transaction carried out by CSB including bank charges for such transactions in reliance on an Instruction.

The Client agrees to comply with such security procedure as may be prescribed by CSB from time to time for purpose of sending Instructions.

The Client undertakes not to disclose the security procedure to any person except to the Client authorized representatives.

If the Client or one of the Client's authorized representatives is of the opinion or has reason to believe that the authentication procedure may be known by an unauthorized person, the Client must notify CSB immediately.

If CSB receives an Instruction that purports to have been transmitted or authorized by the Client, one of the Client's authorized representatives or any other person and the Client's current authentication procedure has been used:

CSB may rely on that Instruction and shall not be obliged to make any verification for authentication purposes; and

Such Instruction will be deemed effective as a valid Instruction by the Client

The Client undertakes to confirm in writing every Instruction (by sending the original physical copy of the Instruction to CSB). The Client hereby authorizes that CSB shall be absolutely entitled to accept and act on an Instruction prior to receiving written confirmation from the Client and that any action taken in pursuance of the Instruction shall be valid even if such written confirmation is not received by CSB.

At anytime, CSB may give notice to the Client, in such manner as it may deem fit, that it shall not accept further Instructions and that notice shall be deemed to be effective against the Client on receipt of the same. A Client will be deemed to have received the same immediately in case CSB sends the notice through facsimile or after two (2) days in case the notice is sent by post/courier.

The present charges payable by the client to the Bank for the service is as under.

| Sl.No. | Type | Slab | Amount | Payment frequency |
|--------|------|------|--------|-------------------|
|--------|------|------|--------|-------------------|

- - taxes extra

However CSB has the right to revise the charges at any point of time during the currency of this agreement and failure to pay the charges/fees including revised charges/fees and applicable taxes on or before the specified date will render the Client liable for payment of interest at such rate as may be stipulated by CSB and/or withdrawal of the Services without any liability to CSB. CSB reserves the right to charge and recover from the Client the said fees along with applicable taxes for availing the Services at any time as it may deem fit.

The Services provided to the Client is not transferable under any circumstance and shall be used only by the Client. However, CSB shall have the right to transfer, assign or sell all its rights under this terms, shall continue to be in force and effect for the benefit of the successors and assigns of CSB.

CSB shall have the absolute discretion to amend or supplement any of the Terms and Conditions, features and benefits offered on the Services including, without limitation to, changes which affect charges or rates and methods of calculation at any time. The Client shall be liable for all charges incurred and all other obligations under these revised Terms and Conditions until all the amounts under the Services so provided by CSB are repaid in full. CSB may communicate the amended Terms and Conditions by hosting the same on its website or in any other manner as decided by CSB. The Client shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on the website of CSB and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Services.

CSB may, at its discretion, withdraw temporarily or terminate the Services, either wholly or in part, at any time without giving prior notice to the Client. CSB may, without prior notice, suspend the Services at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Services. CSB shall Endeavour to give a reasonable notice for withdrawal or termination of the Services.

At anytime, CSB may give notice to the Client, in such manner as it may deem fit, including but not limited to, posting the notice on www.csb.co.in on the Terms and Conditions page that it shall not accept further Instructions and that notice shall be deemed to be effective against the Client on receipt of the same.

CSB may suspend or terminate the Services without prior notice if the Client has breached these Terms and Conditions or CSB learns of the death, bankruptcy or lack of legal capacity of the Client. Both CSB and The Client has the right to terminate the agreement for reasons other than the above and without any reason whatsoever by giving one month's prior notice.

This Agreement/Terms and Conditions shall be governed by the laws of India. The Parties hereby agree that any legal action or proceedings arising out of the Terms and Conditions shall be brought in the courts or tribunals at the place of execution of the agreement and irrevocably submit themselves to the jurisdiction of such courts and tribunals. CSB may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms and Conditions in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction. Any provision of the Terms and Conditions which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms and Conditions or affect such provision in any other jurisdiction.

CSB reserves the right to revise the policies, features and benefits offered through the Services from time to time and may notify the Client of any such revisions/changes in any manner as deemed appropriate. The Client will be bound by such revisions/changes unless the Client terminates the Services.

The Client shall comply with all such terms and conditions as CSB may prescribe from time to time for the Services availed of by the Client. All such transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, tele service 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 CSB, for and in respect of such facilities/services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed by CSB for such facilities/services, as may be prescribed from time to time.