## **Terms and Conditions for Internet Banking Services**

#### I. Definitions

- "Applicable Law" means any and all applicable laws, bye-laws, rules, regulations, circulars, notifications, ordinances, protocols, codes, guidelines, policies, notices, directions, orders, decrees or judgments of courts or other requirements of any governmental authority in any relevant and appropriate jurisdiction of India.
- **"Bank"** shall mean Ujjivan Small Finance Bank Limited, a company incorporated under the Companies Act, 2013, having its registered office at Plot No. 2364/8, Khampur Raya Village, Shadi Kampur, Main Patel Road, New Delhi 110 008, India and head office at Grape Garden, No. 27, 3<sup>rd</sup> 'A' Cross, 18<sup>th</sup> Main, 6<sup>th</sup> Block, Koramangala, Bengaluru 560 095, India.
- "Bank Website" shall mean www.ujjivansfb.in.
- "Beneficiary / Payee" shall mean any person or entity to which you can request the Bank to make a payment from your account through Internet Banking Services.
- "Confidential Information" refers to information obtained by the User, through the Bank, for availing of Internet Banking Services.
- "Corporate" shall mean any Firm/Company/Institution/Merchant collecting payment from the User.
- "Current Account" means any current account maintained with the bank, which are opened in the name of an individual or a sole proprietorship.
- "Internet Banking Service" shall mean access to account information, products and other services through the website of the Bank.
- "Minor" shall mean a person who has not completed the age of eighteen years.
- "Payment Gateway Facility" shall mean the payment mechanism facilitated by the Bank, through Internet Banking Services, to the User for the purchase of goods/services from Corporate.
- "Personal Information" means the information provided by the User to the Bank and/or obtained by the Bank through the User availing Internet Banking Services.
- "Savings Account" means any savings account maintained with the bank, excluding those accounts which are opened in the name minors, either individually or jointly.

"User" refers to any person who has an account with the Bank and who has been authorised by the Bank to avail Internet Banking Services provided by the Bank, including the person who uses these services for making any payment to the Corporate for the services or goods availed.

"User ID" shall mean the Customer ID which has a unique identification number given by the Bank to every customer holding a Savings/Current Account in the Bank.

## II. Applicability of the terms

The Terms and Conditions appearing hereinafter form the contract between the User and the Bank. By applying for Internet Banking Service, the User acknowledges and accepts these Terms and Conditions. These Terms and Conditions will be in addition and not in derogation to the Terms and Conditions relating to any account held by the User in the Bank. The Terms and Conditions may be modified by the Bank from time to time without any notice or consent of the User and the User can view the Terms and Conditions on the Bank Website.

# III. Application for Internet Banking Services

Internet Banking Services will be available to the Users who have a Savings and/or Current account with the Bank. The User shall have knowledge about usage of Internet and have legal and valid access to the Internet. The information provided by the User through the Internet Banking Services is updated at regular intervals and hence will pertain to the date and time when it was last updated by the User. The Bank shall not be liable for any loss that the User may suffer by relying on or acting on such information. The Bank may keep records of the transactions in any form, which shall be evidence of the transaction made by the User with the Bank in connection with the Internet Banking Services, unless proved to be wrong. The User agrees not to object to the admission of the records as evidence in any legal proceedings. The Bank may, at any point of time restrict Internet Banking Services to certain Users at its discretion. An existing customer of the Bank who is not registered for Internet Banking Services may fill up the application form for Internet Banking Services and submit it at any branch of the Bank. Upon receipt of the application form and subject to the satisfaction of the eligibility criteria notified by the Bank, from time to time, the Bank shall authorize such customer to access Internet Banking Services. The User shall not attempt or permit others to attempt access the account information stored in the Bank's computers through any means other than the Internet Banking Services. Further, the User shall not attempt or permit others to attempt an access to the account information stored in the Bank's computers which does not relate to his/her/their/its account and/or for illegal and improper purposes.

Internet Banking Services will not be available for those accounts which are classified as 'Dormant' or 'Inoperative' accounts, and also for those accounts wherein total or partial freeze of transaction are implemented.

# IV. Internet Banking Services

The Bank shall endeavor to provide to the User services such as inquiry about the balance in his/ her/ their/ its account(s), details about transactions, statement of account, request for issue of cheque-books, request for transfer of funds between accounts of the same User and other accounts and such other facilities as the Bank may decide to provide from time to time. Internet Banking Service shall be offered in a phased manner at the absolute discretion of the Bank and the Bank at its sole discretion may make additions/deletions to the Internet Banking Services being offered without giving any prior notices or reasons to the User. The availability/ non-availability of a particular service shall be advised on the website of the Bank. The distinct Customer ID provided to each User by the Bank should be used by the User as his/her/their/its User login ID, however, the User shall have to create a distinctive and unique password conforming to the password specifications as may be advised by the Bank, to avail the Internet Banking Services and the Bank may, in addition to User login ID and password, at its discretion, advice the User to adopt any other means of authentication including but not limited to smart cards, One Time SMS password and/or digital certification issued by Bank, licensed or approved Certifying Authorities or vendors for certain specific transactions and services offered by the Bank as part of Internet Banking Services.

## V. Password

The User accepts and unconditionally agrees that upon approval of the application for Internet Banking Services, the User will use the distinct Customer ID provided by the Bank to each User, as User login ID and create a distinctive and unique password conforming to the password specifications advised by the Bank to access the Internet Banking Services.

The User shall refer the guidelines and follow the process defined/uploaded on the Bank Website to create the password for Internet Banking Services. The User expressly undertakes that it shall be solely responsible for any loss incurred by the User as a result of misuse/unauthorised use of User login ID and/or password and the Bank shall not be responsible for any such loss whatsoever.

In the event the User forgets the password, a new password may be created by referring to the guidelines and following the process defined/uploaded on the Bank Website.

In the event the User enters an incorrect password 03 (Three) times consecutively, the Bank shall block the Internet Banking Services for next 24 hours and the User will be able to

access the Internet Banking Services with the same password or new password created by the User after the said 24 hours only. However, if the User wishes to unblock the Internet Banking Services within that 24 hours, the User may approach the Bank (through the branch or phone banking or e-mail) and get the Internet Banking Services unblocked by following the procedure as may be advised by the Bank.

## VI. Security Answers

The User understands and agrees that the Bank, at its discretion, may adopt/implement Security Questions/Answers as an additional/mandatory mode of authentication for access to Internet Banking services. The User accepts and unconditionally agrees that the User sets answers to security questions for enhanced security of Internet Banking The User is at liberty to change the security questions/answers as many number of times at his/ her/ their/ its own risk and consequences in the Internet Banking.

The User will be solely responsible for maintaining secrecy of the security questions and answers, so changed, and the Bank shall in no way be responsible for the misuse of the said security questions and/ or answers by any person/s other than the authorized User. The User undertakes that security questions and answers shall not be disclosed to third parties and shall not save his/ her/ their/ its login password and security answer in a recognizable form. The User shall be liable for all claims, losses and consequences arising from or in connection with all transactions made by such third party if the security questions and answers are disclosed by the User to such third party in any form. The User expressly agrees that the Bank shall not be responsible in this behalf including loss incurred by the User as a result of misuse/ unauthorized use of these details.

## VII. Software

The Bank will advise from time to time the software such as browsers, which are required for availing the Internet Banking Service. There will be no obligation on the Bank to support all the versions of the softwares. The User shall upgrade his/her/ their/ its softwares, hardwares and the operating systems at his/her/ their/ its cost from time to time and the Bank shall be under no obligation to support the softwares, hardwares, operating systems of the User.

### VIII. Joint Account

The Internet Banking Service will be available in case of joint accounts only if the mode of operation is indicated as 'either or survivor' or 'anyone or survivor', or 'former or survivor' or 'later or survivor. The Customer ID issued by the Bank against such Joint accounts shall only be used by the authorized User to access Internet Banking Services.

The other joint account holders shall expressly agree with the arrangement and give their consent to the same. All correspondence will be addressed to the mailing address. All transactions arising from the use of Internet Banking Services in the joint accounts shall be binding on all the joint account holders, jointly and severally. The Bank shall in no way be liable for any loss/ damage whatsoever that may be incurred or alleged to be incurred by the other joint holder in such an event.

### IX. Minor

For accounts where Minor is the sole operator and/or for joint accounts with Minor as one of the account holder, are not eligible for Internet Banking Services.

# X. Security

The Bank shall take reasonable care to ensure the security of and prevent unauthorised access to the Internet Banking Services using technology reasonably available to the Bank.

### XI. Fees

At present the Bank does not charge any fee for the use of Internet Banking Services. The Bank reserves the right to charge fees in relation to the use of the Internet Banking Services. The Bank shall give written intimation in line with the extant Applicable Laws, to the Users with regard to change in the fees, if any, from time to time before they become effective, which shall be binding on the User. Such revisions/ changes to the Fee shall also be published by the Bank on its website from time to time. Fees may be collected from the User in such manner and at such intervals as the Bank may specify from time to time on their website or through separate correspondence in this regard. The User hereby authorises the Bank to recover the fee by debiting one of the accounts of the User. Failure in recovery of the fee by the Bank on account of insufficient balance in the account of the User or in a manner deemed fit by the Bank along with interest, if any, will result in withdrawal of Internet Banking Services without any liability to the Bank.

# XII. Maintenance of sufficient balance

The User shall ensure that there are sufficient funds (or pre-arranged credit facilities) in his/her/ their/ its account for transactions through the Internet Banking Services and the Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that the Bank shall at its sole discretion, carry out the instructions notwithstanding such inadequacy without seeking any prior approval from or notice to the User and the User shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and all related costs and charges related thereto. The Bank may, at its discretion, levy penal charges for non-

maintenance of the minimum balance in the account. The Bank may withdraw the Internet Banking Services for the User, if at any time the account does not maintain the required minimum balance and or if the penal charges, if any remain unpaid, without giving any further notice to the User and/ or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

### XIII. Fund Transfer

The User may use the funds transfer service to transfer funds from User's account to any third parties' account in the Bank and/ or at any other bank, which falls under the network of Reserve Bank of India's Electronic Fund Transfer system.

The User shall not use or attempt to use the Internet Banking Services to transfer funds without sufficient funds in the account or without a pre-existing arrangement with the Bank for the grant of an overdraft. The Bank will endeavor to effect such funds transfer transactions received through Internet Banking Services provided there are sufficient funds available in the account and the Bank shall not be liable for any omission to make all or any of the payments or, for late payments due to circumstances beyond the reasonable control of the Bank.

The User accepts that for initiating an inter-bank and/or intra-bank fund transfer, the Bank shall define a specific cooling period for newly added Beneficiary/Payee; with a cap/limit on money transfer for a period defined by the Bank. The User agrees and understands that modifying either the cooling period and/or cap/limit shall be at the sole discretion of the Bank. The User agrees that transactions effected by the User using the Internet Banking Services are non-retractable as these are instantaneous/ real time. The Bank does not accept any 'stop payment' instructions and it shall not be held responsible or liable for effecting any transaction.

The User accepts that he/ she/ they/ it will be responsible for filling the correct account number for the fund transfer request. In no case, the Bank will be held responsible or liable for any erroneous transactions incurred arising out of or relating to the User entering incorrect account numbers. The Bank will endeavor to effect funds transfer transaction received through Internet Banking Services subject to availability of sufficient funds in the account. The Bank shall specify from time to time the limit for carrying out various kinds of funds transfer or any other services through Internet Banking Services. The said facility will be provided in accordance with the conditions specified by the Bank from time to time. The Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond its reasonable control including non-confirmation of payee registration.

Schedule Transfer (ST) and Standing Instruction (SI) is a feature that integrates with the single screen fund transfer service on Internet Bnaking with a new interface to make it seamless and easy for customers to perform fund transfer using their savings and current account, with different fund transfer modes, NEFT, RTGS, IMPS and IFT (within Ujjiyan transfer) to do multiple one-time transfers and/or schedule a transfer for a later date with the available preset frequencies. The available preset frequencies are once (Instant one time), daily, weekly, fortnightly, monthly, quarterly, half yearly and yearly. This feature has certain regulations and conditions which the customer needs to know and understand. Maintaining sufficient balance in the account at the time of debit execution is the sole responsibility of the customer. The scheduled transfer stands either successful or cancelled after three consecutive trials (inclusive of the original day of execution) based on the maintenance of sufficient balance in the account. The standing instruction tab allows the customer to view, modify and delete the existing scheduled transfer. The customer is allowed to only modify the date of execution (date of debit) of an existing scheduled transfer. The charges applicable for different transfer modes hold good here and there is no extra fee/penalty/charges for scheduling a transfer for a later date. In case of bank holiday on the day of execution, the same happens on the next bank working day.

# XIV. Authority to the Bank

The User (along with the joint account holder, if any) irrevocably/ unconditionally and expressly authorises to the Bank to carry out the banking transactions performed by him/ her/ them/ it through Internet Banking Services provided by the Bank. The Bank shall have no obligation to verify the authenticity of any transaction received from the User through Internet Banking Services or purporting to have been sent by the User *via* Internet Banking Services other than by means of verification of User login ID and the password. Illegal or improper use of Internet Banking Services shall render the User liable for payment of charges as may be decided by the Bank or will result in the suspension Internet Banking Services for the User.

The display or printed output that is produced by the User at the time of operation of Internet Banking Services is a record of the operation of the User and shall not be construed as the Bank's record. The Bank's own record of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless any discrepancy is pointed out within 48 hours from the date of access of his/ her/ their/ its account by the User or from the date of sending the periodical statement to the User, whichever is earlier.

### XV. Instructions

All instructions for operating the Internet Banking Services shall be given by the User through internet in the manner as may be indicated by the Bank. The User shall be solely responsible for the accuracy and authenticity of the instructions so provided to the Bank and the same shall be considered to be sufficient to operate the Internet Banking Services. The Bank shall not independently verify the instructions and the instruction once given by the User shall be considered effective unless countermanded by further instructions from the User. The Bank shall not be responsible and shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instructions. Where the Bank considers the instructions to be inconsistent or contradictory, it may seek clarification from the User or may act upon any instructions as it may think fit.

# **XVI.** Accuracy of information

The User is responsible for the correctness of information provided to the Bank for use of the Internet Banking Services while using any facility of Internet Banking Service or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the User. The User shall at periodic intervals check the correctness of the statement and shall notify the Bank about any discrepancies that may occur. If the User notices an error in the information supplied to the Bank either in the application form or any other communication, he shall immediately advise the Bank which will endeavor to correct the error wherever possible on a "reasonable efforts" basis.

All outputs of statements are duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from a computerized backup system maintained by the Bank. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error and the User shall hold the Bank harmless against any loss, damages, etc. that may be incurred / suffered by the User if the information contained in the above said outputs turns out to be inaccurate/incorrect.

## XVII. Liability of the User

The User shall be solely responsible and liable for:

- a) any loss arising out of unauthorized transactions while availing the Internet Banking Services;
- b) breach of the Terms and Conditions;
- c) contributing or causing the loss by negligent actions of the User;

- d) Disclosing or failing to take all reasonable steps to prevent disclosure of the User login ID and password to third party/ies including any minor, Bank staff and/ or failing to inform the Bank of such disclosure within reasonable time; and
- e) Failure to inform the Bank in a reasonable time about unauthorized access to or erroneous transactions in the account of the User.

## XVIII. Liability of the Bank

- a) The Bank shall in no circumstances be held liable if Internet Banking Services is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters of any kind, legal restraints, faults in the telecommunication network or internet or network failure, power breakdown or UPS breakdown, software affected by virus or other malicious, destructive or corrupting code, programmes or macro or hardware failure and/ or error or any other reason beyond the reasonable control of the Bank. The Bank shall in no way be liable for any loss or damage that may occur due to hacking of the account by any person/s other than the User, which fits in the definitions of a 'Cyber Related Crime' as accepted internationally. The Bank shall under no circumstances be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person.
- b) The Bank will in no way be held responsible or liable for delay, failure and/ or untimely delivery of SMS notification and/ or SMS Alerts including but not limited to network congestions, network failure, systems failure or any others reasons beyond the reasonable control of the Bank or its authorised service provider(s).
- c) Bank shall not be responsible, in any way, for the quality or merchantability of any product/merchandise or any of the services, of whatsoever nature, offered to the User by the Corporate. Any disputes regarding the same or the delivery of the product/merchandise/Service or otherwise will be settled between Corporate and the User and Bank shall not be a party to any such dispute. Any request for refund by the User on any grounds whatsoever should be initiated by the User directly with the Corporate and the User shall not make any refund request directly to the Bank.
- d) Bank takes no responsibility in respect of the services provided by the Corporate and User shall not be entitled to make any claim against the Bank for deficiency in the services provided by the Corporate for which the User has made payment through the Payment Gateway Facility.

- e) Bank does not guarantee or warrant the accuracy or completeness of the information, materials, services or the reliability of any service, advice, opinion, statement or other information displayed or distributed on the Corporate's website/ mobile application. User shall access Bank's website/mobile application solely for purposes of payment for the purchase of goods/services and acknowledges that availing of any goods/services offered on the website/mobile application of the Corporate or any reliance on any opinion, advice, statement, memorandum, or information available on the website/mobile application of Corporate shall be at sole risk of the User. Bank and its affiliates, subsidiaries, employees, officers, directors and agents, expressly disclaim any liability for any deficiency in the services offered by Corporate whose website/mobile application User is about to access. Neither Bank nor any of its affiliates nor their directors, officers and employees will be liable to or have any responsibility of any kind for any loss that User incurs in the event of any deficiency in the services of Corporate to whom the website/mobile application belongs, failure or disruption of the website/mobile application of Corporate, or resulting from the act or omission of any other party involved in making this website/mobile application website/mobile of the Corporate or the data contained therein available to User, or from any other cause relating to User access to, inability to access, or use of the website/mobile application website/mobile of the Corporate or these materials.
- a) The Bank does not warrant that access to the Internet Banking Services provided by the Bank will be uninterrupted, timely, or secure. However, to the extent possible, advance notifications will be provided in bank's website and/or Internet Banking portal for any scheduled downtime of Internet Banking Service. The Bank will not be liable for any virus/malware that may enter the User's system as a result of the User using Internet Banking Services provided by the Bank.
- b) The Bank shall not be liable to the User for any error or delay in, or omission of (a) any such data, information or message or instructions, or (b) the transmission or delivery of any such data, information or message or instructions; or any loss or damage arising from or occasioned by (i) any such error, delay or omission, (ii) non-performance, or (iii) interruption in any such data, information or message or instructions to the Corporate with regard to the Payment Gateway Facility, under any circumstances beyond the control of the Bank.
- c) User agrees that the Bank is at liberty to withdraw at any-time the Payment Gateway Facility, or any services provided thereunder, in respect of any or all the account(s) without assigning any reason whatsoever, without giving the User any notice.
- d) The Bank shall endeavor to provide the Internet Banking Service with the given technology. The User agrees that he/she/they/it shall not hold the Bank or Bank's

strategic partner(s) liable for incidents of system failure or incompatibility or non-availability of any particular feature in Bank's system.

e) Notwithstanding anything contained herein, where Bank has reason to believe that any transaction or marking of liens, have been fraudulently made (hereinafter referred to as a "suspect transaction"), the Bank shall be entitled to withhold payment pertaining to such suspect transaction in accordance with regulatory laws relating to Money Laundering or otherwise. If Bank determines after due enquiry and investigation that the transaction is a valid transaction and not a suspect transaction, the Bank shall release such withheld payment subsequently.

# XIX. Indemnity

The User shall indemnify and hold the Bank harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of (i) usage of Internet Banking Service by the User in violation of the Terms and Conditions and the Applicable Law; (ii) the Bank, in good faith, taking or refusing to take or omitting to take action on any instruction given by the User; and (iii) illegal/ improper use of the Internet Banking Services.

### **XX.** Disclosure of Personal Information

The User agrees that the Bank or its authorised service providers may hold and process his/her/their/its Personal Information on computer or otherwise, in connection with the Internet Banking Services as well as for statistical analysis and credit scoring. The User also agrees that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

- For participation in any telecommunication or electronic clearing network;
- In compliance with a legal directive;
- For credit rating by recognized credit rating/ scoring agencies; and
- For prevention of fraud or under an obligation for any reason to regulatory bodies, government agencies, law enforcement bodies, courts, executors/administrators or legal representatives of the User.

The Bank shall endeavor to take all measures to keep confidential and maintain secrecy of the Personal Information of its Users. However, the Bank shall not be held liable for any damages whatsoever caused on account of breach of confidentiality obligations due to reasons beyond the control of the Bank.

## XXI. Proprietary Rights

The User acknowledges that the software/s underlying the Internet Banking as well as related software/s, which are required for accessing Internet Banking Services is the property of the Bank or third party licensors. The permission given by the Bank to the Users to access Internet Banking Services does not convey or confer any proprietary or ownership rights in the software/s used for providing Internet Banking Services. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying the Internet Banking Services or create any derivative product based on such software/s. Any breach on the part of the User will be dealt under appropriate law and User shall be liable for damages that may be incurred by the Bank and or the vendors.

# XXII. Right to set off and Lien

Bank shall have the right to set off and lien, irrespective of any other lien or charge, present as well as future, on the account(s) held by User(s) or in any other account, whether held by the User in Sole Account or Joint Account in the Bank, to the extent all outstanding dues, whatsoever arising from the use of Internet Banking Services extended to and/or used by the User.

### XXIII. Amendments

The Bank may revise these Terms and Conditions and/ or introduce additional terms and conditions at any time and from time to time. Any revision and/ or addition to these Terms and Conditions will be made with prospective effect subject to the Bank giving notice of 30 days, in line with the extant regulatory guidelines, to the User which may be given by posting it on the website or by display, advertisement or other means as the Bank thinks fit, and shall be binding on the User if the User continues to maintain or use the Internet Banking Services on or after the effective date of posting such revised/additional Terms and Conditions.

## XXIV. Non Transferability

The grant of Internet Banking Service to a User is not transferable under any circumstance and shall be used only by the User.

## **XXV.** Termination of Internet Banking Services

The User may request for termination of the Internet Banking Services anytime by giving a written notice of *at least* 15 (fifteen) working days to the Bank. The User will remain responsible for any transactions made on his/her/ their/ its account through Internet Banking Services prior to termination of Internet Banking Services.

The Bank may withdraw/ suspend/ terminate Internet Banking Services anytime provided the User is given reasonable notice. The Bank may at its sole discretion, at any time without giving notice or reasons suspend or terminate all or any of the Internet Banking Services offered by the Bank or its use by the User including for reasons such as (i) breach of these Terms and Conditions by the User and (ii) knowledge or information about the death, bankruptcy or legal incapacity of the User.

### XXVI. Notices

The Bank and the User may give notices under these Terms and Conditions electronically to the mailbox of either Party, in writing by delivering them by hand or by sending them by post to the last address given by the User and in the case of the Bank to the address mentioned herein below:

Name: Ujjivan Small Finance Bank Limited Grape Garden, No. 27 3<sup>rd</sup> 'A' Cross 18<sup>th</sup> Main, 6<sup>th</sup> Block Koramangala, Bengaluru 560 095

In addition, the Bank may also publish notices of general nature from time to time, through any medium of communication as may be decided by the Bank including publishing on the Bank Website. Such notices will have the same effect as a notice served individually to each User and or that of a notice published in a newspaper of print media.

## XXVII. Governing Law and Jurisdiction

The Internet Banking Services and these Terms and Conditions shall be governed by and construed in accordance with the laws of India. The Bank and the User submit to the exclusive jurisdiction of the Courts in Bengaluru. The Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the User hereby expressly consents to such jurisdiction. If any provisions of these Terms and Conditions are deemed to be 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 these Terms and Conditions affect such provision in any other jurisdiction.

The Information Technology Act, 2000 recognizes authentication of an electronic record by affixing Users digital signature. However, the Bank at its discretion has adopted several methods, which are not recognized under the aforesaid Act, *namely*, personal identification

numbers (PIN), code numbers, telephone-PIN numbers, relationship numbers, passwords, account numbers and encryption to authenticate transactions through Internet Banking. The User hereby consents and expressly agrees to the mode of authentication adopted by the Bank from time to time. The User further expressly agrees that all the transactions carried out by the User using any of the aforesaid authentication methods adopted by the Bank from time to time shall be valid, binding and enforceable against the User. The User shall be solely responsible to keep all the information related thereto confidential and the Bank shall in no way be liable for any loss/ damage whatsoever that may be incurred or alleged to be incurred by the User due to use of the aforesaid authentication methods and hereby expressly waives the right to raise any dispute in relation to the use of such authentication mode.

## **XXVIII.** Cyber Crime

The Internet *per se* is susceptible to various cyber crimes like phishing, vishing (Voice phishing), SMSing (phishing through SMS), compromise of User's system security, etc., that could affect payment instructions/ other instructions to the Bank. Whilst the Bank shall endeavor to protect the interest of the Users, there is no guarantee from such cyber-crimes and other actions that could affect payment instructions/ other instructions to the Bank including but not limited to delay or failure in processing the instructions. The User shall separately evaluate all such risks and the Bank shall not be held responsible for the losses arising out of such cyber-crimes. The User understands that transaction through Internet Banking Services at a cybercafé/ shared computer terminal is highly risky and shall avoid use of cybercafé /shared computer terminal for carrying any Internet Banking Services.

## XXIX. Grievance Redressal

In case of any grievances pertaining to use of the Internet Banking Services, the User may approach the grievance redressal channels available with the Bank (e-mail: customercare@ujjivan.com) and the Bank will dispose off such grievances as per the Bank's Grievance Redressal Policy prevailing for time to time.