

TERMS & CONDITIONS

APPLICABILITY OF TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions") together with the application made by the Customer and as accepted by DENA Bank shall form the contract between the Customer and DENA Bank, and shall be further subject to such terms as DENA Bank may agree with the other service providers. These Terms and Conditions shall be in addition to and not in derogation of the terms and conditions relating to any Account of the Customer and /or any other product/services provided by DENA Bank.

ELIGIBLE CUSTOMER

The Customer desirous of using the facility should be either a sole Account holder or authorized to act independently. In case of joint Account/s, the written mandate of other account holders authorizing the Customer to use the facility would be required. All or any transactions arising from the use of the facility in the joint account shall be binding on all the joint account holders, jointly and severally. An Account in the name of the minor, in which a minor is a joint account holder or any Account where the mode of operation is joint, is not eligible for the facility.

AVAILABILITY & DISCLOSURE

Section 3 of Information Technology Act, 2000 prescribes the procedure for authentication of electronic records, which states that a subscriber may authenticate an electronic record by affixing his digital signature and Section 5 provides legal recognition to digital signature for authentication of electronic records.

However DENA Bank has adopted the mode of authentication of the Customer by means of passwords or through any other mode of verification as may be stipulated at the discretion of DENA Bank, which are not recognized under Information Technology Act, 2000 for authentication of electronic records. Therefore, the Customer is solely responsible to maintain the secrecy and confidentiality of the password without any liability of DENA Bank in this regard.

DENA Bank shall endeavor to provide to the Customer through the facility, such services as DENA Bank may decide from time to time. DENA Bank reserves the right to decide what services may be offered to a Customer on each Account and such offers may differ from Customer to Customer. DENA Bank may also vary the services offered through the facility at its sole discretion. The facility is made available to the Customer at his request, at the sole discretion of DENA Bank and may be discontinued by DENA Bank at any time, without notice. DENA Bank reserves the right to offer the facility for those Customers who are availing the services of specific service providers only. The specific service providers in relation to whom the facility is not available shall be informed to the Customer by DENA Bank, when enquired. The instructions of the Customer shall be effected only after authentication of the Customer by means of verification of the passwords or through any other mode of verification as may be stipulated at the discretion of DENA Bank.

DENA Bank shall endeavor to carry out the instructions of the Customer promptly, provided that DENA Bank, shall not be responsible for the delay in carrying out such

instructions due to any reason whatsoever, including, but not limited to, failure of operational system or any requirement of law or DENA Bank's internal policies.

AUTHORITY TO DENA BANK

The Customer irrevocably and unconditionally authorizes DENA Bank to access all his Account/s for effecting banking or other transactions through the facility and to share the Account information with Bank's service provider for the purpose of accepting/ executing such requests of the Customers or any statutory authority entitled to call such information under the law.

RECORDS

All records of DENA Bank generated by the transactions arising out of use of the facility, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions.

INSTRUCTIONS

The Customer is also responsible for the accuracy and authenticity of the instructions provided to DENA Bank and the same shall be considered to be sufficient for availing of the services under the facility.

DENA Bank shall have the right to suspend the services under the facility if DENA Bank has reason to believe that the Customer's instructions may lead to direct or indirect loss or may require an indemnity from the Customer before continuing to operate the facility.

The Customer accepts that all information /instructions will be transmitted to and /or stored at Bank's locations and be accessed by personnel of DENA Bank.

ACCURACY OF INFORMATION

The Customer undertakes to provide accurate and complete information wherever required and shall be solely responsible for the correctness and completeness of information provided by him to DENA Bank at all times, including, but not limited to, for the purposes of availing of the Facility. DENA Bank shall not be liable for consequences arising out of erroneous information supplied by the Customer. If the Customer suspects that there is an error in the information supplied by Bank to him, he shall advise DENA Bank as soon as possible. DENA Bank will endeavor to correct the error wherever possible on a best effort basis. While DENA Bank will take all reasonable steps to ensure the accuracy of the information supplied to the Customer, DENA Bank shall not be liable for any inadvertent error, which results in the providing of inaccurate information.

DISCLAIMER OF LIABILITY

The Customer agrees that DENA Bank shall not be liable if:

- a. the Customer has breached any of the terms and conditions, contained herein or
- b. the Customer has contributed to or the loss is a result of failure on part of the Customer to advise DENA Bank within a reasonable time about unauthorized access of or erroneous transactions in the Account by use of the facility; or
- c. as a result of failure on part of the Customer to advise DENA Bank of a change in or termination of the Customer's Mobile Phone Numbers.

DENA Bank shall endeavour to provide the facility on a best effort basis and the Customer shall not hold DENA Bank liable for non-availability of the facility or non-performance by service providers, if any, engaged by DENA Bank or any loss or damage caused to the Customer as a result of use of the facility (including relying on the Alerts for the Customer's commercial, investment or business purposes) for causes which are not attributable to DENA Bank. DENA Bank shall not be liable in any manner to the Customer in connection with the use of the facility.

DENA Bank shall not be held responsible for the confidentiality, secrecy and security of the personal or Account information being sent through the facility. The Customer agrees that any transaction initiated by the Customer or not on account of use of facility shall be deemed to have originated from the Customer.

Under no circumstance, DENA Bank shall be held liable if the facility is not available for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of DENA Bank. DENA Bank shall not be liable under any circumstances for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. Illegal or improper use of the facility shall render the Customer liable for payment of financial charges as decided by DENA Bank or will result in suspension of the facility for the Customer.

DENA Bank is in no way liable for any error or omission in the services provided by any service provider (whether appointed by DENA Bank in that behalf or otherwise) to the Customer, which may effect the facility.

DENA Bank, does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the facility. DENA Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer or by any person resulting from or in connection with the facility.

Without limitation to the other provisions of this terms and conditions, DENA Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or

damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of DENA Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any service provider and DENA Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, DENA Bank's system or the network of any service provider who provides such services as is necessary to provide the facility.

Notwithstanding anything in the contrary provided in this terms and conditions, DENA Bank shall not be involved in or in any way liable to the Customer for any dispute between the Customer and a service provider (whether appointed by DENA Bank for such purpose or otherwise).

The Customer agrees that DENA Bank may hold and process his personal information concerning his Account/s on computer or otherwise in connection with the facility as well as for analysis, credit scoring and marketing.

DENA Bank will not be liable for:

- a. acting in good faith on any instructions received by DENA Bank from or on behalf of the Customer in relation to the facility;
- b. error, default, delay or inability of DENA Bank to act on all or any of the instructions given by the Customer
- c. loss of any information/instructions in transmission;
- d. unauthorized access by any other person to any information /instructions given by the customer or breach of confidentiality;

DENA Bank may provide any other services as a part of the facility and DENA Bank shall not be liable for the oversight on part of the Customer to update himself with the addition of services which have been included in the facility and specific services for each product.

INDEMNITY

In consideration of DENA Bank providing the facility, the Customer, at his own expense, agrees to indemnify, defend and hold harmless, DENA Bank, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, against all losses, damages, expenses, actions, claims, demands and proceedings whatsoever, that DENA Bank may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by the Customer or otherwise for use of the facility.

The Customer agrees to indemnify, defend and hold harmless, DENA Bank from any losses occurring as a result of the:

- i. the Customer permitting any third parties to use the facility.
- ii. The Customer permitting any other person to have access to his mobile phone or as a consequence of leaving the mobile phone unattended or loss of mobile phone or permitting any other person to have access to passwords given under Mobile banking and SMS banking.

MODIFICATION

DENA Bank shall have the absolute discretion to amend or supplement any of the Terms and Conditions, features and benefits in relation to the facility. DENA Bank may communicate the amended Terms and Conditions by hosting the same on Bank's website or in any other manner as decided by DENA Bank. The Customer shall be responsible for regularly reviewing these Terms and Conditions, including amendments thereto as may be posted on website and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the facility. Any change in the Terms and Conditions (other than interest charges and rates) shall be communicated to the Customer, in the manner as aforesaid, within reasonable period prior to the date of their implementation.

TERMINATION

The Customer may request for termination of the facility at any time by giving a written notice of at least 15 days to DENA Bank. The Customer will continue to be responsible for any transactions that may have been effected in relation to the facility prior to such cancellation of the facility.

DENA Bank may, at its discretion, withdraw temporarily or terminate the facility, either wholly or in part, at any time without giving prior notice to the Customer. DENA Bank may, without prior notice, suspend the facility 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 facility. DENA Bank shall endeavor to give a reasonable notice for withdrawal or termination of the facility.

The closure of all Account/s of the Customer will automatically terminate the facility. DENA Bank may suspend or terminate facility without prior notice if the Customer has breached these Terms and Conditions or DENA Bank learns of the death, bankruptcy or lack of legal capacity of the Customer.

PROCESSING TRIGGERS AND RECEIVING ALERTS

Triggers will be processed by DENA Bank after receipt and DENA Bank shall have the discretion to determine the time taken to process such request. The Customer acknowledges that there shall be an intervening period between receipt of Triggers by DENA Bank, process of the Triggers and the time that the Alerts are sent.

The Customer is responsible for intimating to DENA Bank any change in his Mobile Phone Number or email address or Account details and DENA Bank will not be liable for

sending Alerts or other information over the Mobile Phone Number/email address /fax number recorded with DENA Bank.

The Customer acknowledges that to receive Alerts, his Mobile Phone Number must be active and accessible. The Customer acknowledges that if the Customer's Mobile Phone Number remains inaccessible for a continuous period (such period dependent upon service providers) from the time an Alert is sent by DENA Bank, that particular Alert may not be received by the Customer.

The Customer accepts that timelines, accuracy and readability of Alerts sent by DENA Bank will depend on factors affecting other service providers engaged by DENA Bank or otherwise. DENA Bank shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the Customer.

DENA Bank shall not be responsible for any failure on the part of the Customer to utilize the facility due to the Customer not being within the geographical range within which the facility is offered and which forms part of the roaming network of such service provider, providing services to the Customer availing such roaming facility from the respective service provider.

FEES

DENA Bank shall have the discretion to charge such fees as it may deem fit from time to time and may at its sole discretion, revise the fees for use of any or all of the facility, by notifying the Customer of such revision. The Customer may, at any time discontinue or unsubscribe to the said facility. The Customer shall be liable for payment charges which may be levied by any service provider in connection with availing of the facility and DENA Bank is in no way concerned with the same.

The Customer shall be required to refer to the schedule of fees put up on website from time to time.