

Terms and Conditions governing DCB Personal Internet Banking

- Definitions:** In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:
"Account(s)" refers to the different types of accounts & products which are presently offered or which may be offered in future & covers user's bank account, credit card account, home loan account, automobile loan account, consumer durable loan account, depository account and/or any other type of account (each account hereafter referred to as an "Account" and collectively as "Accounts"), so maintained with DCB which are eligible Account(s) for purposes of DCB Personal Internet Banking. One of these Accounts shall be designated as the Primary Account and all other Accounts, if any, of the user shall be referred to as Secondary Account(s).

DCB 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 corporate office at 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013.

"DCB Personal Internet Banking" refers to the DCB Personal Internet Banking service offered by DCB to the user including services such as enquiry about balance in the Account, details about transactions in the Account(s), statement of Account, transfer of funds and any other service as DCB may decide to provide from time to time through internet. The availability/non-availability of a particular service shall be communicated to the user through email, web page of DCB or in writing as may be deemed fit by DCB. Such DCB Personal Internet Banking may be provided by DCB directly or through its associates or contracted service providers.

"Personal Information" refers to the information provided by the user to DCB.

"Terms" refer to terms and conditions herein for use of DCB Personal Internet Banking.

"User" or "Client" refers to a customer of DCB authorised to use DCB Personal Internet Banking. In case of the user being a minor, the guardian of such minor shall be permitted to use DCB Personal Internet Banking. The terms "User" and "Client" have been used interchangeably in these Terms and Conditions.

"Website" refers to the website owned, established and maintained by DCB located at the URL www.dcbbank.com. In this document all references to the user being referred in masculine gender shall be deemed to include the feminine gender.

- Applicability of Terms:** These Terms form the contract between the user and DCB for availing DCB Personal Internet Banking. The user shall apply to DCB in the prescribed form for use of DCB Personal Internet Banking. DCB shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the users. By applying for or availing of DCB Personal Internet Banking, the user acknowledges and accepts these terms.
- DCB Personal Internet Banking:** For the purpose of availing DCB Personal Internet Banking, the user would need to have legal and valid access to the Internet.
The information provided to the user through the DCB Personal Internet Banking is not updated continuously but at regular intervals. Consequently, any information supplied to the user through DCB Personal Internet Banking will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the user. DCB shall not be liable for any loss that the user may suffer by relying on or acting on such information.

DCB may keep its records of the transactions in any form it wishes. In the event of any dispute, DCB's records shall be binding as the conclusive evidence of the transactions carried out through DCB Personal Internet Banking. In the absence of clear proof that DCB's records are erroneous or incomplete, DCB's records of transactions carried out through DCB Personal Internet Banking shall be conclusive and binding on the client.

Any request for any service, which is offered as a part of Internet Banking, shall be binding on the user as and when DCB receives such a request. If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the user, DCB shall not be required to act on the request until it receives such documentation from the user.

The user shall ensure that DCB Personal Internet Banking or any related service is not used for any purpose which is illegal, improper or which is not authorised under these Terms.
- Unauthorised Access:** The user shall take all necessary precautions to prevent unauthorized and illegal use of DCB Personal Internet Banking and unauthorized access to the Accounts provided by DCB Personal Internet Banking. DCB shall take all commercially reasonable care to ensure the security of and to prevent unauthorised access to the DCB Personal Internet Banking using commercially reasonable technology available in India to DCB.

5. **DCB Personal Internet Banking Access:** The user would be allotted an DCB Personal Internet Banking user-id and a set of secret passwords by DCB in the first instance. The user will be required to change the password assigned by DCB on accessing DCB Personal Internet Banking for the first time. As a safety measure, the user shall change the password as frequently thereafter as possible. In addition to user-id and password DCB may, at its discretion, advise the user to adopt such other means of authentication including but not limited to digital certification and / or smart cards. The user shall not attempt or permit others to attempt accessing the Account information stored in the computers of DCB through any means other than the DCB Personal Internet Banking.
6. **DCB Personal Internet Banking Password:** The user acknowledges, represents and warrants that the password which will be issued to the user, provides access to the Account and that user is the sole and exclusive owner and is the only authorised user of the password and accepts sole responsibility for use, confidentiality and protection of the password, as well as for all orders and information changes (i.e., change of address) entered into Accounts using such password. The user shall not divulge his user-id and / or password/s to anybody else and if so divulged, the User will hold only himself liable for any loss and / or damage arising out of such divulgence.

The user grants express authority to DCB for carrying out transactions and instructions authenticated by such password. The user unconditionally undertakes to have DCB Personal Internet Banking password of such number of letters/digits as may be notified by DCB from time to time and ensure that the same is kept confidential; and to not let any unauthorised person have access to the internet while the user is accessing the DCB Personal Internet Banking. If the user forgets the Internet Banking password, the user may request for the issue of a new password by sending a written request to DCB and this shall not be construed as the commencement of a new contract. The user agrees and acknowledges that DCB shall in no way be held responsible or liable if the user incurs any loss as a result of information being disclosed by DCB regarding his Account(s) or carrying the instruction of the user pursuant to the access of the Internet Banking and the user shall fully indemnify and hold harmless DCB in respect of the same. The user shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. The user shall comply with such guidelines, instructions or terms as DCB may prescribe from time to time with respect to the password.

7. **Joint Accounts:** In case of Joint Accounts, transactions through DCB Personal Internet Banking, shall be available if the mode of operation is indicated as 'either or survivor' or 'anyone or survivor'. The user desirous of using the DCB Personal Internet Banking should either be the Account holder and sole signatory or authorised to act independently in case of a joint account. For such joint accounts, one user-id and password for DCB Personal Internet Banking will be issued to each of the joint account holders when requested. The other joint account holders shall expressly agree with the arrangement and give their consent on the application form for use of Internet Banking. In case of joint accounts operated by more than one user, DCB shall act on the instruction received first and any subsequent instruction shall be neglected. All correspondence will be addressed to the first named person only. All transactions arising from the use of DCB Personal Internet Banking in the joint account shall be binding on all the joint account holders, jointly and severally.
8. **Charges:** DCB reserves the right to charge and recover from the user service charge for providing the Internet Banking (including but not limited to the right of charging the user for the use of funds transfer). The user hereby authorises DCB to recover the service charge by debiting one of the Accounts of the user or by sending a bill to the user who will be liable to make the payment within the specified period. Failure to do so shall result in recovery of the service charge by DCB in a manner as DCB may deem fit along with such interest, if any, and/or suspension of the facility of DCB Personal Internet Banking without any liability to DCB.
9. **Maintenance of Sufficient Balance:** The user shall ensure that there are sufficient funds (or prearranged credit facilities) in any Account for transactions through the Internet Banking, and DCB 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 DCB shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the 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 for all related costs and charges.

DCB may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation DCB may levy service charges for use of DCB Personal Internet Banking which will be notified by DCB to the user from time to time. Any change in such service charges will also be notified to the user. The user authorises DCB to recover all charges related to Internet Banking as determined by DCB from time to time by debiting one of the Accounts.

DCB may withdraw the provision of DCB Personal Internet Banking, wholly or partly, if at any time the amount of deposit falls short of the required minimum as aforesaid and / or if the service charges remain unpaid, without giving any further notice to the user and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

10. **Funds Transfer Through DCB Personal Internet Banking:** The User accepts that he will be responsible for keying in the correct account number for the fund transfer request. In no case, DCB will be held liable for any erroneous transactions incurred arising out of or relating to the customer entering wrong account numbers.

DCB shall specify from time to time the limit for carrying out various kinds of funds transfer or any other services through DCB Personal Internet Banking. The said facility will be provided in accordance with the arrangements. DCB would have with other banks / agencies / companies or any other entity & as per the terms and conditions specified by DCB from time to time.

11. **Authority to DCB for DCB Personal Internet Banking:** The user irrevocably and unconditionally authorises DCB to access all his Account(s) for effecting banking or other transactions performed by the user through the DCB Personal Internet Banking. The instructions of the user shall be effected only when such instruction is in accordance with the prescribed procedure.

DCB shall have no obligation to verify the authenticity of any transaction / instruction received or purported to have been received from the user through DCB Personal Internet Banking or purporting to have been sent by the user other than by means of verification of the Internet Banking user-id and the password.

The read-out, the faxed / email output or the printed output, if any, that is received by the user at the time of operation of DCB Personal Internet Banking is a record of the operation of the computer by the user and shall be accepted as conclusive and binding for all purposes. All the records of DCB generated by the transactions arising out of the use of the DCB Personal Internet Banking, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction. While DCB shall endeavour to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law. All the transactions arising through the use of the DCB Personal Internet Banking to operate a joint account shall be binding on all the joint account holders, jointly and severally.

12. **Instructions:** All instructions for Internet Banking shall be given, through computer or any other medium/channel enabled by DCB for the purpose, by the user in the manner indicated by DCB. The user is also responsible for the accuracy and authenticity of the instructions provided to DCB and the same shall be considered to be sufficient to operate the DCB Personal Internet Banking. DCB shall not be required to independently verify the instructions, and the instruction shall remain effective till such time the same is countermanded by further instructions by the user. DCB shall have no liability if it does not or is unable to stop or prevent the implementation of an instruction which is subsequently countermanded. Where DCB considers the instructions to be inconsistent or contradictory it may seek clarification from the user before acting on any instruction of the user or act upon any such instruction as it deems fit. DCB states that it has no liability or obligation to keep a record of the instructions to provide information to the user or for verifying user's instructions. DCB may refuse to comply with the instructions without assigning any reason 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 Internet Banking if it has reason to believe that the user's instructions will lead or expose to direct or indirect loss or may require an indemnity from the user before continuing to operate the Internet Banking.

Any instruction, order, direction, request entered using the password of the user shall be deemed to be an instruction, order, directive, request received from the user. All instructions, requests, directives, orders, directions, entered by the user, either electronically or otherwise, are based upon the user's decisions and are the sole responsibility of the user. The user understands that entering an instruction, direction, order, request with DCB, either electronically or otherwise, does not guarantee execution of such instruction, direction, order, request. DCB shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the user until it acts on such instruction, direction, order, request.

13. **Accuracy of Information:** The user is responsible for the correctness of information supplied to DCB for use of the DCB Personal Internet Banking or through any other means such as electronic mail or written communication. DCB accepts no liability for the consequences arising out of erroneous information supplied by the user. If the user notices an error in the information supplied to DCB either in the application form or any other communication, he shall immediately advise DCB which will endeavour to correct the error wherever possible on a "reasonable efforts" basis.

14. **Liability of the user and DCB:** DCB shall not be liable for any unauthorised transactions occurring through the DCB Personal Internet Banking and the user hereby fully indemnifies and holds DCB harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. DCB shall under no circumstance be held liable to the user if the DCB Personal Internet Banking is not available in the desired manner 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 DCB. Under no circumstances shall DCB 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, interruption of business or any loss of any character

or reputation whatsoever in nature and whether sustained by the user or by any other person. Illegal or improper use of the DCB Personal Internet Banking shall render the user liable for payment of financial charges as decided by DCB or will result in suspension of the operations through the DCB Personal Internet Banking or Bank.

15. **Disclaimer of Warranties:** The Client expressly agrees that use of the DCB Personal Internet Banking is at his sole risk. The DCB Personal Internet Banking facility is provided on an "as is" and "as available" basis.

Except as warranted in the Terms, DCB expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in DCB Personal Internet Banking.

DCB does not warrant that access to the Website and DCB Personal Internet Banking shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website or use, accuracy or reliability of DCB Personal Internet Banking.

DCB will not be liable for any virus that may enter the user's system as a result of the user using DCB Personal Internet Banking. DCB does not guarantee to the user or any other third party that Internet Banking would be virus free.

16. **Indemnity:** In consideration of DCB providing the user the DCB Personal Internet Banking, the user shall, at his own expense, indemnify and hold DCB, its directors and employees, representatives, agents, as the case may be, indemnified against all losses and expenses on full indemnity basis which DCB may incur, sustain, suffer or is likely to suffer in connection with DCB's execution of the user's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through Internet Banking for any action taken or omitted to be taken by DCB, its officers, employees or agents, on the instructions of the user. The user will pay DCB such amount as may be determined by DCB to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

Further, the user agrees, at his own expense, to indemnify, defend and hold harmless DCB, its directors and employees, representatives, agents, against any claim, suit, action or other proceeding brought against DCB, its directors and employees, representatives, agents by a third party, to the extent that such claim, suit, action or other proceeding brought against DCB, its directors and employees, representatives, agents is based on or arises in connection with the user of DCB Personal Internet Banking with reference to:

- (i) a violation of the Terms contained herein by the user;
- (ii) any deletions, additions, insertions or alterations to, or any unauthorized use of, DCB Personal Internet Banking by the user;
- (iii) any misrepresentation or breach of representation or warranty made by the user contained herein; or
- (iv) any breach of any covenant or obligation to be performed by the user hereunder.

The user agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

The user hereby agrees that under no circumstances, DCB's aggregate liability for claims relating to DCB Personal Internet Banking, whether for breach in tort (including but not limited to negligence) shall be limited to the transaction charges/fees or consideration paid by the user within the previous twelve (12) months for Internet Banking, excluding any amount paid towards transactions.

17. **Disclosure of Information:** The user agrees that DCB or their contractors may hold and process his personal Information and all other information concerning his Account(s) on computer or otherwise in connection with the DCB Personal Internet Banking as well as for analysis, credit scoring and marketing. The user also agrees that DCB may disclose, in strict confidence, to other institutions, such personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognised credit scoring agencies, or for fraud prevention reporting purposes.
18. **Change of Terms:** DCB shall have the absolute discretion to amend or supplement any of the Terms at any time and will endeavour to give prior notice of fifteen days for such changes wherever feasible. Such change to the Terms shall be communicated to the user. By using any new services as may be introduced by DCB, the user shall be deemed to have accepted the changed Terms.
19. **Non-Transferability:** The grant of Internet Banking to a user is not transferable under any circumstance and shall be used only by the user.

20. **Termination of DCB Personal Internet Banking:** The user may request for termination of the DCB Personal Internet Banking any time by giving a written notice of at least 15 days to DCB. The termination shall take effect on the completion of the fifteenth day. The user will remain responsible for any transactions made through the DCB Personal Internet Banking until the time of such termination.

DCB may withdraw or terminate the DCB Personal Internet Banking anytime either entirely or with reference to a specific service or user; or in case of breach of Terms by the user without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the user. Clause 3,14,15,16 & 26 shall survive the termination of the DCB Personal Internet Banking for any reason whatsoever.

21. **Notices:** Notices under these Terms may be given by DCB and the user 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 DCB to the address as set out herein below or any other address as communicated from time to time. In addition, DCB may also publish notices of general nature, which are applicable to any user in a newspaper or at www.dcbbank.com. Such notices will have the same effect as a notice served individually to each user. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.
22. **Governing Law:** These Terms and/or the operations in the Accounts of the user shall be governed by the laws of India. The Parties hereby agree that any legal action or proceedings arising out of the Terms for DCB Personal Internet Banking shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. DCB may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms for DCB Personal Internet Banking in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction. Any provision of the Terms for DCB Personal Internet Banking which is 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 or affect such provision in any other jurisdiction.

23. **Applicability To Future Accounts:** DCB and the user agree that if the user opens further Accounts with/subscribes to any of the products/services of DCB, and DCB extends the Internet Banking to such Accounts or products or services and the user opts for use thereof, then the Terms shall automatically apply to such further use of the DCB Personal Internet Banking by the user.

24. **General:** The clause headings herein are only for convenience and do not affect the meaning of the relative clause. DCB may sub-contract and employ agents to carry out any of its obligations under this contract. DCB Personal Internet Banking service would be available to the users in certain cities only and during timings specified by DCB from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction. All costs incurred by the user including telecommunication costs to use the Internet Banking would be borne by the user.

As a tool to correct misunderstandings, the user understands, agrees and authorises DCB, at its discretion, and without further prior notice to the user, to monitor and record any or all telephone conversations or electronic communications between the user and DCB and any of its employees or agents.

These terms and conditions contain DCB's entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the user and DCB for DCB Personal Internet Banking. The user acknowledges that he has not relied on any representation made by DCB or any of its employees or agents and has made his own independent assessment of DCB Personal Internet Banking. No third party will have any rights or claims under these terms and conditions.

25. **Assignment:** DCB shall be entitled to sell, assign, securitise or transfer DCB's right and obligations under the Terms and any security being in favour of DCB (including all guarantee/s) to any person of DCB's choice in whole or in part and in such manner and on such terms and conditions as DCB may decide. Any such sale, assignment, securitisation or transfer shall conclusively bind the user and all other persons. The user, his heirs, legal representatives, executors, administrators and successors are bound by the Terms. DCB may sub-contract and employ agents to carry out any of its obligations under this contract. However, the user shall not be entitled to transfer or assign any of his rights and obligations hereunder.
26. **Right of set-off and Lien:** DCB shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits/scrips held in the Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the DCB Personal Internet Banking facility extended to and / or used by the user.

27. **Proprietary Rights:** There will be no obligation on DCB to support all or any versions of the Internet software as may be required for offering DCB Personal Internet Banking. The user acknowledges that the software underlying the DCB Personal Internet Banking as well as other Internet related software which are required for accessing Internet Banking are the legal property of the respective vendors. The permission given by DCB to access DCB Personal Internet Banking will not convey any proprietary or ownership rights in such software. The user shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying DCB Personal Internet Banking or create any derivative product based on the software.
28. **Communications through Electronic means:** Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website. DCB would be deemed to have fulfilled its legal obligation to deliver to the user any document if such document is sent via electronic means. Failure to advise DCB of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.
29. **Stop payment of cheque:** The Bank accepts no responsibility for any failure to comply with instructions for stop payment of cheques. The customer shall solely be responsible for consequences of stop payment instructions and shall fully indemnify the Bank for any loss, damages, expenses (including legal expense) which the Bank may suffer or incur as a result of carrying out the stop payment instruction.

Security Features of DCB Personal Internet Banking

DCB employs a range of security features for its DCB Personal Internet Banking and other channels. These measures extend from data encryption to firewalls. DCB uses 128-bit Secure Socket Layer (SSL) encryption technology to ensure that the information exchanged between the customer's computer and the net-banking site over the Internet is secure and cannot be accessed by any third party.

Your Participation to Online Security

DCB recommends the following security measures to all its Internet Banking Users:

- Please create and maintain different passwords for Login and for Transactions. This provides additional security for financial transactions through DCB Personal Internet Banking.
- If you are accessing any website (including www.dccb.com) from cyber cafe, any shared computer or from a computer other than that of your own, please change your passwords after such use from your own PC at workplace or at house. It is very important to do so especially when you have entered your transaction password from such shared computer or cyber cafe computer. Change these Passwords from your own PC at workplace or at house.
 - Make sure that your computer is protected with anti-virus and you have latest anti-virus software.
- Avoid clicking on links which are sent via E-mails. Type URL (Universal Resource Locator) of all such links directly on the browser. Avoid sending or furnishing personal and financial information on email. Also prior to providing any information (financial or personal) on a website, verify the bonafides of the website, its address and of the owners / operators of such websites. Make sure that the URL that appears in the "address" or "location" box on your browser window is the one you wish to access.
- Please do not reply / respond to such communication or click on any link provided in any communication including email, SMS or phone call informing you that your banking or other accounts will be closed unless you provide your personal or banking information by responding to such communication or other email address/website/mobile number/phone number, or any communication requiring furnishing of any information personal or otherwise, and representing to be from DCB