

# **TERMS AND CONDITIONS FOR SPBNETBANKING USER**

## **Definitions:**

In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

**Bank** refers to **The Surat Peoples Co op. Bank Ltd. is registered under Sec 9 of Coop Societies Act II of 1912 vide No. 3771** as banking company having its Central / Regestered office at Vasudhara Bhavan, Timaliawad, nanpura, Surat-395007, Gujarat, India and branches at Surat ,Vapi and Navsari.

**SPBNETBanking** is the Bank's Internet Service, offering the various facilities to the Users such as Accounts enquiry, Statement of account, Funds Transfer, Utility Bills Payment, Stop payment, request for issuance of cheque book, request for issuance of DD, other requests, etc., alerts, financial modelling and other facilities as the bank may decide upon to provide from time to time.

**User** refers to any individual or corporate user availing Internet banking facility of the Bank and such user is identified as a **User**.

**Account** refers to the User's Savings and / or Current Account and / or Time Deposit and / or Cash Credit, Overdraft, Loan Account and / or any other type of account as available in the Bank to be covered under the **SPBNETBanking** facility.

**Terms** refer to terms and conditions for use of **SPBNETBanking** as detailed in this document.

## **2. Applicability of terms:**

These terms form the contract between the **User** and the **Bank**. By applying for **SPBNETBanking** of **THE SURAT PEOPLE'S COOP. BANK LTD.** to access and utilize the various services so offered, the **User** acknowledges and accepts these terms. These terms will be in addition and not in derogation of the terms and conditions relating to any account of the **User**.

## **3. a) Application for SPBNETBanking:**

The Bank may extend **SPBNETBanking** facility to selected customers at its discretion. The **User** need to be a current legal Internet user or has access to the Internet and knowledge of how the Internet works. The application form for **SPBNETBanking** can be received from any branch of **THE SURAT PEOPLE'S COOP. BANK LTD.**. The said form is to be filled up and duly signed by the User and submitted either to Centralised **SPBNETBanking** Division, Surat or any of the **THE SURAT PEOPLE'S COOP. BANK LTD.** branches. Upon receipt of request in the bank's prescribed application form for internet banking and subject to the satisfaction of the eligibility criteria laid down by the Bank from time to time, internet banking access shall be provided to the User by the Bank. The User shall not attempt or permit others to attempt accessing the account information stored in the bank's computers through any means other than **SPBNETBanking**. The User shall not attempt or permit others to attempt accessing the account information stored in the bank's computers which does not relate to his/her account and / or for illegal and / or improper purposes which, if done and proved to be so, will be liable for action under the appropriate law and withdrawal of the **SPBNETBanking** facility.

## **b) Instructions:**

Bank shall provide all instructions for operating the **SPBNETBanking** facility to the User. The user is also 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 facility. The Bank shall not be required to independently verify the instructions and the instruction once given is effective unless countermanded by further instructions. The Bank 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 as it may think fit.

## **4. Software:**

The Bank will advise from time to time the Internet software such as Browsers, which are required for using **SPBNETBanking**. There will be no obligation on the **Bank** to support all the versions of this Internet software. The User shall upgrade his software, hardware and the operating systems at his own cost from time to time and the Bank shall be under no obligation to support the software, hardware, operating systems of the User and that the same shall be the sole responsibility of the **User**.

## **5. Joint Accounts:**

**SPBNETBanking** facility can be availed by the following persons for a User:

- 1) Individuals
- 2) Joint account holders with operating instructions as Self, Either or survivor,  
Anyone or survivors or survivor clause

The user who is desirous of availing the **SPBNETBanking** facility should authorise a single

signatory to act independently to operate the **SPBNETBanking** account notwithstanding the fact that the joint accounts are operated on E or S / Anyone or Survivors or survivor. The said **SPBNETBanking** user should submit necessary authority duly signed by all account holders, who in the normal course, have to operate the accounts as per the operating instructions.

All transactions arising from the use of SPBNETBanking in the above account shall be binding on the account holders jointly and severally. The Bank, in no way, shall be liable for any loss / damages whatsoever that may be incurred or alleged to be incurred by the said account holders in such an event.

#### **6. Accounts in the names of minors:**

In case of accounts opened for and on behalf of minors, the natural guardian shall undertake to give all instructions relating to the operation of the account and further undertake not to reveal the User ID and Password to the minor, which if done so, will be at the risk and consequences of the guardian and the Bank shall not be liable for any loss on that account in case the account is operated by the minor. In such an event the transaction will be deemed to have been undertaken by the guardian.

#### **7. Security:**

The Bank shall take adequate and reasonable care to ensure the security of and prevent unauthorised access to the **SPBNETBanking** service using 128 bit Secured Socket Layer which is the highest level of security available for the internet banking services.

#### **8. Password:**

The user accepts and unconditionally agrees to the following:-

- i) Upon approval of the account holder's application, the customer will be allotted a user Id and password to access the **SPBNETBanking** facility.
- ii) The user id and password will be mailed separately by the Bank to the mailing address in terms of the option exercised by the customer in the Application Form.
- iii) The password so mailed is not known to anyone including the Bank staff. In the event of the mails containing user id and password reaches the customer in a tampered / damaged condition, contact the Bank immediately.
- iv) On accessing **SPBNETBanking** for the first time, the user has to compulsorily change the password assigned by the Bank through the relevant option. The user is at liberty to change the password as many times as possible at his risk and consequences. The user will be solely responsible for maintaining secrecy of the password, so changed, and the Bank shall in no way be responsible for the misuse of the said password by any person other than the authorised user.
- v) The Bank does not assume any responsibility in this behalf including against loss incurred by the user as a result of misuse / unauthorised use of user Id / password.
- vi) In case the user forgets the password, a new password may be obtained from the Bank against a written request in the prescribed Bank's format available on Internet or from Bank's branch. Such replacements shall not be construed / deemed as the commencement of new contract. In such an event the Bank shall provide the new password within a reasonable period of time. However, till such time no transactions could be effected.

#### **9. Charges:**

The Bank reserves the right to charge and recover from the User charges, if any fixed, for providing any service under **SPBNETBanking** facility. The user hereby authorises the Bank to recover the service charges by debiting one of the accounts of the user to make the payment within a specified period. However, there are no charges levied to the customers for SPBNETBanking services at present. Charges such as exchange on DD, commission on Bankers' Cheque, postages, courier charges, etc. be borne by the customer.

#### **10. Mailing Address:**

All correspondence / delivery of any instructions by the Bank or their communication shall only be made at the normal postal address and / or e-mail address as registered with the Bank. The Bank shall in no way be held responsible for non-receipt of the same.

#### **11. Cheque Book Issue:**

The user can request for issuance of a chequebook and the same will be mailed by the Bank to the address given in the Request. The courier charges will be borne by the customer.

#### **12. Demand Draft/Bankers' Cheque Request:**

The user can request for Demand Draft/Bankers' Cheque, as and when this service is commenced and opt for mailing the DD / Bankers' Cheque to the communication address of the customer or delivered to the beneficiary's address as given in request. The courier/postage charges, exchange on DD and commission on Bankers' Cheque will be borne by the customer.

#### **13. Transaction Processing:**

All the Fund Transfers will be effected instantaneously in the account after invoking Instant Funds Transfer. Bank will commence this facility in the second phase and will make public announcement

for the same also.

All the Scheduled Funds Transfer will be carried out on the scheduled dates subject to availability of clear balance in the account.

In case Funds Transfers scheduled for effecting any transactions are received on weekly off / holiday / public holidays, they shall be effected on the immediately succeeding working day.

The user shall not hold the Bank responsible for not processing/effecting any transactions in case the Bank does not receive instruction to this effect even though the customer has forwarded the same.

#### **14.Funds Transfer:**

The user shall not use or attempt to use **SPBNETBanking** for funds transfer without sufficient funds in his account or without a pre-existing arrangement with the Bank by way of Cash Credit/overdraft. The Bank will endeavour to effect such funds transfer transactions received through **SPBNETBanking** provided there are sufficient funds available in the User's account.

The Bank shall not be liable for any omission to make funds transfer (s) due to circumstances beyond the reasonable control of the Bank.

#### **15.Bill Payments :**

On commencement of this service, The user shall maintain sufficient balance in his account for payment of bills on the scheduled date. The Bank shall not be liable for non-payment due to insufficient balance or circumstances beyond the reasonable control of the Bank, including technical problems of connectivity, computer breakdown, non-availability of communication links, etc.

The Bank shall in no way be responsible for the non-payment of the User's bills within the time stipulated and the User alone shall be bound to pay or discharge interest, penalty or any such charges. Further, the Bank shall not be called upon to indemnify the user. All disputes such as excess billing, disconnection of service or facility, wrong credit or debit, shall be resolved by the User only, and the Bank shall in no way be responsible for the same.

#### **16.Authority to the Bank:**

**SPBNETBanking** transactions in the User's Account(s) are permitted only after authentication of the User Id and transaction Password of the User. The User grants express authority to the Bank for carrying out the banking transactions performed by him through **SPBNETBanking**. The Bank shall have no obligation to verify the authenticity of any transaction received from the User through **SPBNETBanking** or purporting to have been sent by the User via **SPBNETBanking** other than by means of verification of the User-Id and the transaction password.

Illegal or improper use of the **SPBNETBanking** facility shall render the user liable for payment of financial charges as decided by the Bank or will result in the suspension of the operations through **SPBNETBanking**.

The display or printed output that is produced by the User at the time of operation of **SPBNETBanking** is a record of the operation of the Internet transactions.

#### **17.Accuracy of Information:**

The User is responsible for the correctness of information provided to the Bank through the use of **SPBNETBanking** or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequence arising out of erroneous information provided by the User. The user shall at periodic intervals check the correctness of the statement and shall inform the Bank about any discrepancies that may occur. However, Bank does not accept any liability.

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 computerised back-up 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. 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.

#### **18.Liability of the User:**

The User alone shall be liable for any loss from unauthorised transactions in the **SPBNETBanking** accounts if he has breached the terms or contributed or caused the loss by negligent actions such as the following:

Keeping a written or electronic record of **SPBNETBanking** password.

Disclosing or failing to take all reasonable steps to prevent disclosure of the **SPBNETBanking** password to anyone including any minor, Bank staff and/or failing to advise the Bank of such disclosure within reasonable time.

Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in the **SPBNETBanking** accounts.

The Bank shall in no circumstances be held liable by the User if **SPBNETBanking** access 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 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 persons 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.

#### **19. 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 arising out of providing **SPBNETBanking** facility or by reason of the Bank in good faith taking or refusing to take or omitting to take action on any instruction given by the User.

#### **20. Disclosure of Personal Information:**

The User agrees that the Bank may hold and process his Personal Information on computer or otherwise in connection with **SPBNETBanking** 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:

- • participation in any telecommunication or electronic clearing network
- • compliance with a legal directive
- • credit rating by recognized credit rating / scoring agencies
- • fraud prevention purposes.

#### **21. Bank's Lien:**

The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the User's accounts whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the **SPBNETBanking** service extended to and/or used by the **User**.

#### **22. Proprietary Rights:**

The **User** acknowledges that the software underlying the **SPBNETBanking** service as well as other Internet related software which are required for accessing **SPBNETBanking** are the legal property of the respective vendors. The permission given by the Bank to access **SPBNETBanking** will not convey or confer any proprietary or ownership rights in the above software. The user shall in no way try to alter / tamper or experiment with the said program. Any breach on the part of the user will be dealt under the appropriate law and user shall be liable for damages that may be incurred by the Bank.

The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying **SPBNETBanking** or create any derivative product based on the software.

#### **23. Change of Terms and Conditions:**

The bank has the absolute discretion to amend or supplement any of the Terms at any time without prior notice to each user about the same. The changes so made will be available on the website of the bank which the customers are requested to refer to from time to time. Proposed and existing users to the services are advised to confirm themselves about the terms and conditions contained therein to take note of any changes, modifications and/or amendments which may be made to the scheme from time to time by the Bank. The bank may introduce new services within **SPBNETBanking** from time to time. The existence and availability of the new functions will be displayed on the bank's website along with the revised/changed terms and conditions applicable to such other **SPBNETBanking** services. By using the services, it is deemed that the User agrees to be bound by the terms and conditions applicable.

#### **24. Non-Transferability:**

The grant of facility of **SPBNETBanking** to a **User** is not transferable under any circumstance and shall be used only by the **User** who will be responsible for all the consequences thereof.

#### **25. Cancellation / Termination of SPBNETBanking:**

The **User** may request for cancellation of the **SPBNETBanking** facility any time by giving a

reasonable notice to the Bank. The **User** will remain responsible for any transactions made in his accounts through **SPBNETBanking** prior to the time of such cancellation of the **SPBNETBanking** Service as informed by Bank after accepting such request. The Bank may withdraw the **SPBNETBanking** facility anytime provided the User is given reasonable notice. The closure of all Accounts of the **User** will automatically terminate the **SPBNETBanking** service. The Bank may suspend or terminate **SPBNETBanking** facilities without prior notice if the User has committed breach of these terms and conditions or the Bank learns of the death, bankruptcy or legal incapacity of the **User**.

**26.Notices:**

The Bank and the **User** may give notices under these Terms and Conditions:

- • Electronically to the mailbox of either party. Such notices will be regarded as being in writing.
- • In writing by delivering them by hand or by sending them by post to the last address given by the **User**

In addition, the Bank may also publish notices of general nature, which are applicable to all **Users** of **SPBNETBanking** on its web site. 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.

**27.Governing Law:**

The terms and conditions and/or the operations in the accounts of the **User** maintained by the Bank and/or the use of the services provided through **SPBNETBanking** shall be governed by the appropriate laws as prevalent in India and no other nation. The **User** and the Bank agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims or matter arising under these terms and conditions.

Any dispute or difference arising between the User and the Bank shall be settled by mutual consultation /discussion failing which, the same shall be referred to Arbitration. The Arbitration proceedings shall be governed and conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 and that the Arbitration proceedings shall take place in Mumbai.

The Bank accepts no liability whatsoever, direct or indirect, for non-compliance or breach of the laws of any country other than the Republic of India. The mere fact that the **SPBNETBanking** Service can be accessed through Internet by a **User** in a country other than India shall not be interpreted to imply that the laws of the said country shall govern these terms and conditions and/or the operations in the **SPBNETBanking** accounts of the **User**and/or the use of **SPBNETBanking**. The user of the **SPBNETBanking** facility by a person from any place other than India will not alter the situation and the said user shall be deemed to have submitted himself to the laws of the Republic of India and only the Indian courts shall have the jurisdiction.

**28.General:**

The clause headings in this agreement are only for convenience and do not effect the meaning of the relative clause. The **User** shall not assign this agreement to anybody else.

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