

TERMS & CONDITIONS FOR CORPORATE INTERNET BANKING FACILITY

(all pages to be signed)

A) General

This document states the Terms and Conditions subject to which Tumkur Grain Merchants Co-op Bank Ltd., (the Bank) may offer at its sole discretion, Internet banking facility, as an Add on Facility to its Customer. By requesting for the Internet Banking facility in pursuance hereof, the Customer so requesting accepts and agrees to abide by these Terms and Conditions.

These Terms and Conditions shall a) prevail over any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing and b) apply in addition to the Bank's General Terms and Conditions for Deposit Accounts and any other of the Bank's Terms and Conditions otherwise applicable. However in case of conflict, these Terms and Conditions for Internet Banking Facility shall prevail as regards transactions under Internet Banking facility.

The Bank shall have an absolute right to amend or supplement these Terms and Conditions at any time (at the sole discretion and without there being a need to assign any reason therefore) and the Customer and the User shall abide by such amended or supplemented Terms and Conditions all the time. The Bank's offer of Internet Banking facility is on the assumption that the applicant requesting for such facility understands that the internet is per se susceptible to frauds, misuse, hacking, virus and other actions which could affect the Internet Banking facility, services and transactions thereunder leading to situations of possible loss, which the Bank does not warrant any safety for and for which the applicant has made his own independent assessment.

In relation to these Terms and Conditions:

- all references to singular shall include plural and masculine gender shall include feminine gender;
- the clause headings are only for convenience and do not affect the meaning of the relative clause; and
- any provision hereof is held to be illegal, void or unenforceable by any court of competent jurisdiction, such provision shall be deemed to be deleted here from and the remaining Terms and Conditions shall continue in force and effect.

B) Services under Internet Banking facility

The Bank shall endeavour to provide through Internet Banking facility, services such as balance enquiry, details of transactions, statement of account, account transactions (in the deposit as well as credit facility accounts) of any nature including but without limited to funds transfer, payment of bills, discounting/retirement of bills, opening of letters of credit/ guarantees, accepting request for issue of cheque-books, and other services as the Bank may decide from time to time.

The Bank shall have sole discretion to provide or discontinue to provide any or all of the services under Internet Banking facility without any prior notice. However, the Bank shall endeavor to advise to the Customer such non-availability or discontinuance of a service under Internet Banking through email, its web page, by written communication or through customer notice displayed in the Bank.

The Bank, while shall make best effort, does not assure that the information provided through Internet Banking facility to database availability and connectivity link required to keep the same online.

As a part of Internet Banking facility, the Bank may provide reports or data prepared by other agencies, without accepting any responsibility as to their contents and correctness nor the Bank shall be responsible for any consequences or losses arising out of the use of such reports or data. The Customer should restrict the use of such reports or data to himself and not pass on the same or any part thereof to any third party without the Bank's prior written consent.

C) Availing of Internet Banking facility

A Customer may request the Bank for the grant of Internet Banking facility by submitting an application for Internet Banking facility prescribed hereunder. The Bank shall have the sole discretion to grant or not the Internet Banking facility without any assigning any reason for the Bank's decision in this regard.

The Customer while requesting for Internet Banking facility, should designate individual(s) as User(s) for operating the Internet banking facility by way of submitting to the Bank, Internet Banking Facility Mandate.

Internet Banking Facility Mandate shall include a) the scope and level of authority of each User(s) and b) the manner of exercise of such authority for each of the service under Internet Banking facility

Seal of the corporate/partnership/entity

(Each page to be marked with full signature of authorized signatory)

Upon the Bank's agreeing to the Customer's request for Internet Banking facility, the Bank shall:

- inform the Customer the User ID (i.e. Identification Code) allotted to each of the Users
- inform each of the User(s) individually, the Password (i.e. a code word allotted by the Bank to enable the User operate Internet Banking facility on a User ID)

The Customer should forthwith inform the Bank in case of his desire to make amendments to the authority(ies) granted to the User(s) in terms of the Internet Banking Facility Mandate, which shall include adding/ removing a User or changing the level of authority or manner of exercising the authority for operating the Account using Internet Banking facility. The change in this regard shall take effect only upon the Bank's communicating the Customer in writing of having noted the change and the Customer shall continue to be responsible for the transactions made in terms of the earlier Internet Banking Facility Mandate until such change is given effect to in the Bank's records and computer systems.

D) Access to Internet Banking facility

The Bank shall assign to a User, a User ID and the Password at the beginning in the first instance. The User is required to (and must, in his and Customer's safety) change the Password assigned by the Bank on accessing the Internet Banking facility for the first time. As a further safety measure, the User shall change the password as frequently thereafter as possible. As an additional safety measure, the User may be forced to change the Password(s) whenever the Bank considers appropriate.

In addition to User ID and Password the Bank 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, as it may consider appropriate.

The Customer and the User shall not themselves (or permit others to) attempt to access information or do an activity or employ means other than the those specifically authorized by the Bank under Internet Banking facility.

The change of the User, User ID or Password or change in the Internet Banking Facility Mandate shall not be construed as the commencement of a new contract.

E) Care as regards the Password

The Customer and the User must exercise utmost care to ensure that only the User has the access to the Password.

For this purpose, the Customer and the User shall ensure that the User:

- keeps the User-ID and Password confidential to the User and not inform them to any other person
- chooses a Password which shall be at least 6 characters long or any number of characters as Bank may stipulate from
- time to time and may consist of a mix of alphabets, numbers which must not relate to any readily accessible personal data such as the Customer's name, address, telephone number, driver license etc. or easily guessable combination of letters and numbers
- commits the User-ID and Password to memory and not records them in a written or electronic form
- does not let any unauthorized person to have access to his computer or leave the computer unattended whilst accessing Internet Banking facility.

If the User forgets the Internet Banking User-ID or Password the Customer should request the Bank in writing for change of the Password, where after the Bank shall communicate new password to the User. However, the Customer shall continue to be responsible for the transactions made using the old Password until a new Password is given effect to in the Bank's records and computer systems.

F) Authority, Rights and No Obligation of the Bank

In the event of a) The Customer's Internet Banking Facility Mandate observed to be uncertain or ambiguous and/or b) any instruction or request received through Internet Banking facility being uncertain or ambiguous or on which the Bank requires additional documents/ written authorization, the Bank shall not be bound to act on such Internet Banking Facility Mandate/instructions/requests, unless the uncertainty or ambiguity is removed by way of Customer's confirmation or unless such additional documents/written authorization is received, as the case may be. However, in case the Bank acts in such cases the Customer shall agree to abide by and ratify all such actions of the Bank.

Seal of the corporate/partnership/entity

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By applying for and availing the Internet Banking facility, the Customer grants express authority to the Bank for carrying out the transactions performed by the User(s) through Internet Banking in terms of Internet Banking Facility Mandate.

The Bank shall have no obligation to verify the authenticity of a transaction made using the User ID allotted by the Bank as aforesaid other than by means of verification of the User ID and the Password.

The Bank shall have a right to sub-contract and employ agents to carry out any of its obligations and to transfer or assign its rights and obligations in relation to Internet Banking facility hereby offered, to any other person.

The Bank shall not be liable for any unauthorized transactions occurring through Internet Banking, which can be attributed to the fraudulent or negligent conduct of the Customer or the User(s) or by any of their employees, agents or associates.

The Bank shall under no circumstances be liable for any claims for losses or damages whatsoever whether 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 Customer, the User or any other person.

The Bank shall in not be liable to provide Internet Banking facility and consequently not liable for the losses or consequences if Internet Banking is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error, virus attack on Bank's systems, maintenance of systems or any other reason beyond the control of the bank.

G) Records

The Bank's own records maintained through computer systems or otherwise in relation to Internet Banking (and not the display or printed output produced by the User or the Customer shall be the final conclusive and binding as regards transactions done via Internet Banking transactions.

H) Undertakings, Liability and Obligations of the Customer & the User

The Customer and the User shall not use or permit to use Internet Banking facility for any illegal activity or purpose or for any purpose or activity other than that allowed under these Terms and Conditions.

The Customer shall be liable for all transactions effected using the User ID allotted to it under Internet Banking facility and losses and consequences arising out of them, including but not limited to those due to a) the Customer or User's breach of these Terms and Conditions or contributed, b) loss by negligent actions by the Customer such as keeping a written or electronic record of Internet Banking User ID and/or Password or disclosing or failing to take all reasonable steps to prevent disclosure of the Internet Banking User ID or Password to anyone including to the Bank staff and/or failing to advise the Bank of such disclosure within reasonable time or letting the User ID and password information to fall into unauthorized hands, thereby facilitating unauthorized use of Internet Banking facility or not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in the Internet Banking accounts.

I) The obligations herein of the Customer shall devolve as follows:

- In case of a company as an Customer, on its successors and permitted assigns.
- In case of a partnership a Customer, on its partners jointly and severally and on each of their respective heirs, executors, administrators, legal representatives successors and permitted assigns
- In case of a proprietary firm, on its sole proprietor his heirs, executors, administrators, legal representatives successors and permitted assigns.
- In case of individual(s) being the Customer, on each one severally and on each one's heirs, executors, administrators and legal representatives and permitted assigns.

J) Communications with the Customer's and User

Any communication sent to any of the Customer or the User will be deemed to have been addressed to and received by both the Customer.

Similarly any transaction by a User or a communication will be deemed to be executed and accepted by and will be legally binding on the Customer and the User.

Seal of the corporate/partnership/entity

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K) Customer and User's Indemnity

The Customer and the User shall indemnify and hold the Bank harmless against any loss suffered by the Bank, its customers or a third party or any claim or action brought by a third party which in relation to the use of the Internet Banking facility by the Customer or User any of their agents, employees and associates.

The Customer shall be responsible for informing the Bank in case of his desire to discontinue the authority by way of User ID granted by it to the User and shall continue to be liable for the transactions made using such User ID, until the Bank takes on record the discontinuance of such authority and informs the Customer of having done so. The indemnities contained herein shall survive termination of Internet Banking facility.

L) Customer's & User's Obligation as regards Software

The Customer and the User acknowledges that the software employed by the Bank for the Internet Banking facility is subject to the ownership rights of the owner and the permission given by the Bank to access Internet Banking shall not convey any proprietary or ownership rights in favour of the Customer or the User or any third party in relation to the software.

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

M) Non-transferability

The Internet Banking facility or any obligations arising out of its use shall not be transferable by the Customer or the User to any others.

N) Termination of Internet Banking facility or any service there under

The Bank shall be at liberty to discontinue the Internet Banking facility without giving any notice to the Customer or the User and without incurring any liability or responsibility whatsoever by reason of such discontinuance, the Internet Banking facility in the event any of:

- the balance in the Internet Banking Account falling short of the minimum balance as stipulated by the Bank;
- the charges remaining unpaid;
- non-satisfactory conduct of the Account or Internet Banking facility in the sole discretion of the Bank;
- breach of the Customer or the User of any of these Terms and Conditions;
- insolvency of or dispute among the Customer's its Partners/Directors/Users
- lack of legal capacity of the Customer or the User

The Customer may request for the termination of the Internet Banking facility or any service thereunder any time by giving a written notice of at least 30 days to the Bank and such termination shall have effect only from the date the Bank effects such termination in its records.

The Bank may discontinue the Internet Banking facility anytime by giving to the Customer a prior notice.

The closure of Account shall automatically terminate the Internet Banking facility granted in the Account.

O) Governing Law and Jurisdiction

These Terms and Conditions and the Internet Banking transactions pursuant hereto shall be governed by the laws of India and subject to the exclusive jurisdiction of the Courts in the city where the Bank's branch where the Account is maintained.

The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than India. The mere fact that the Internet Banking facility 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 govern these Terms and Conditions and the Internet Banking transactions

For: (Name of the Corporate/Partnership Firm/Entity)

Name and Designation of Authorised signatories
(Please affix rubber stamp)

Seal of the corporate/partnership/entity

(Each page to be marked with full signature of authorized signatory)

Specimen of Company Board Resolution (to be obtained on letter head)

To be passed in a duly convened meeting of the Board of Directors of the Company for availing of Internet Banking facility (applicable only in case of Transaction & Funds Transfer access rights only)

Note: Corporates are strongly recommended to opt for Maker and Checker Authorization matrix for any Financial Fund Transfer activity)

Extracts of the minutes of the meeting of the Board of Directors of _____ held on _____ at _____

FURTHER RESOLVED that the Company do request for and avail from Tumkur Grain Merchants Co-op Bank Ltd., (the Bank), Corporate Internet banking facility for the accounts maintained with the Bank / proposed to be opened with the Bank at their various branches and the Company do accept such terms, regulations, conditions, stipulations laid down by Tumkur Grain Merchants Co-op Bank Ltd., from time to time for the purpose.

FURTHER RESOLVED that the following officials be hereby authorized jointly / severally to avail on behalf of the Company, any / all the services offered by the Bank under the Corporate Internet Banking Facility through its website and do all such acts and deeds necessary, so as to bind the company in relation to such facilities and to accept, sign, execute, deliver and complete all documentation, agreements and forms as are necessary and accept, abide and adhere to all the terms and conditions contained in the application form and put on the website <http://tgmcbank.com> and agree and abide by such modifications and/or variations in any or all of the terms and conditions as prescribed by the Bank from time to time and to execute such deeds, documents and other writings as may be necessary or required for the purpose and to nominate, substitute, revoke and vary mandate etc. from time to time on behalf of the company in order to request for and avail any / all the services offered by the Bank under Corporate Internet Banking Facility provided by the Bank.

Name	Designation

(**Designated officials to provide identity and signature proof like PAN or Passport Copy etc. If they are not authorised signatories for operation of the account)

FURTHER RESOLVED that the following officials be and are hereby authorized to operate the Corporate Internet Banking Facility on behalf of the company, authorizing to the Company's accounts with Tumkur Grain Merchants Co-op Bank Ltd., and / or continually operate the account as per the access specifications opted for in the Corporate Internet Banking application form of the Bank.

Sl #	Name of Designated Authorised User	Singly	Jointly
1		Upto ₹ _____	Above ₹ _____
2		Upto ₹ _____	Above ₹ _____

(Indicate the mode of operation like jointly / severally / any two of the above upto ₹. etc.)

*FURTHER RESOLVED that the Company acknowledges and agrees that the mandate given to Mr./Mrs. _____ to operate on the account singly through Corporate Net Banking (without maker checker authorization) has been authorized by the Company keeping in view the risks involved and consequences of such rights through internet banking and that the Company shall keep the Bank absolved, indemnified, harmless and protected from any liabilities whatsoever and howsoever that may arise out of any misuse or compromise of these rights/passwords by the authorized user holding single operation rights and that all transactions conducted with use of the passwords shall be at the sole responsibility and risks of the Company and the Company shall not hold the Bank liable under any circumstances for any unauthorized or fraudulent transactions done with the operation on the account singly through such Corporate Net Banking facilities granted to the Company (***Clause applicable only in case of Single User Operation without Maker/Checker authorisation**).

Resolved further that the above mentioned authorized officials are allowed to transact on the account using the I-Net banking services provided by Tumkur Grain Merchants Co-op Bank Ltd., subject to a Total Daily Corporate Transaction limit of _____ (Rupees _____)

FURTHER RESOLVED that Tumkur Grain Merchants Co-op Bank Ltd., be and hereby authorized to accept all instructions given or initiated through the Corporate Internet Banking Facility through the initiator / approver from all or any one of the above signatories in respect of the Company's account and the Company does agree to hold Tumkur Grain Merchants Co-op Bank Ltd., harmless and indemnified and agrees to keep Tumkur Grain Merchants Co-op Bank Ltd., Bank's interest protected on account of the Bank executing such instructions by the above signatories in the manner provided herein above.

FURTHER RESOLVED that Mr. _____ and/or Mr. _____ are hereby authorized to receive the Login ID and Passwords as may be sent by Tumkur Grain Merchants Co-op Bank Ltd., for entering into transactions on the Corporate Internet Banking Facility and are authorized to convey to Tumkur Grain Merchants Co-op Bank Ltd., acceptance of such passwords on behalf of the company.

FURTHER RESOLVED that this mandate in favour of the "User(s)", as regards the Corporate Internet Banking facility of the Bank, shall be in addition to any other mandate as regards operation of our accounts with the Bank and that this resolution shall remain in force until notice in writing of its withdrawal or cancellation, duly signed by the authorized signatories as mentioned here in above, is given to and accepted by the bank.

Certified that the above is a true copy of the Resolution passed on _____ by the Board of Directors of _____ and that it has been entered in the usual course of business in the minutes book of the company and signed therein by the Chairman of the meeting / Company and is in accordance with the Memorandum and Articles of Association of the Company

For _____ Limited

Signature: _____

Names & Designations of Authorized signatories: