

**STATE BANK OF MYSORE
CORPORATE INTERNET BANKING
“OnlineSBM”- CINB -‘Saras’**

TERMS AND CONDITIONS

General

1. M/s _____ hereinafter called as the Firm agrees to avail the ‘Corporate Internet Banking Service’ of State Bank of Mysore (SBM) over Internet Channel. The Firm does accept such terms, regulations, conditions, stipulations laid down by SBM, from time to time, for the purpose.
2. The Firm agrees to execute from time to time necessary agreement form(s), authority letter(s) and any other related documents for this purpose.
3. SBM is hereby authorized by the Firm to accept all valid instructions through the ‘Corporate Internet Banking’ service over electronic medium by using valid Username/Password from the authorized signatories in respect of Firm’s account(s) as per the operating rules from time to time.
4. SBM reserves the right to modify, change, add or cancel any of the services offered through OnlineSBM or the Terms of Service listed in this Document. The changes will be notified to the Users / Firm.
5. SBM accepts the obligations to maintain the confidentiality, privacy and integrity of the transaction completed on the OnlineSBM Service. Record in respect of the transactions entered through the OnlineSBM Service will be maintained by the SBM in accordance with existing practices of SBM.
6. All accounts at the branch whether or not listed in the registration form, will be available on the ‘OnlineSBM’. However the applicant has the option to selectively view the accounts on the ‘OnlineSBM’.
7. You are requested to visit your account on the site frequently for transacting business or viewing account balances. If you believe that any information relating to your account has a discrepancy, please bring it to the notice of the branch by e-mail or letter
8. Normally OnlineSBM services will be open to the customer only after he/she acknowledges the receipt of password
9. You should register for ‘OnlineSBM’ with the branch where you maintain the account.

Operating Environment

10. The registered User is free to choose a Username and Password of his choice as per the guidelines on the site. However, he is advised to avoid choosing a password that is a dictionary word or is guessable / inferable from personal data such as name, date of birth, address, telephone number, driving license / car number etc.

11. The User can access OnlineSBM from anywhere, anytime. However, if the firm has exercised the option for IP based validation, the firm will be restricted to only those specified IP/IPs mentioned in the CINB Saral Registration form.

12. In the interest of customer safety the system does not permit retrieval of a lost or forgotten Password. In case the User forgets his Password, he will have to register for a duplicate password and a fresh Password will be issued to him.

13. In case of an unintended termination of a valid session due to break in Internet connectivity, it is suggested that the User login afresh and verify the status of last requested transaction and ensure that it has been recorded successfully.

Do's & Don'ts:

14. The customer should keep his/her User ID and password strictly confidential and should not divulge the same to any other person. Any loss sustained by the customer due to non-compliance of this condition will be at his/her own risk and responsibility and the Bank will not be liable for the same in any manner.

15. The customer is free to choose a password of his/her own for OnlineSBM services. As a precaution a password that is generic in nature, guessable or inferable personal data such as name, address, telephone member, driving license, date of birth etc. is best avoided. Similarly it is a good practice to commit the password to memory rather than writing it down somewhere.

16. It may not be safe to leave the computer unattended during a valid session. This might give access to your account information to others.

Customer's obligations:

17. The customer has an obligation to maintain secrecy in regard to Username & Password registered with the Bank. The bank presupposes that login using valid Username and Password is a valid session initiated by none other than the customer.

18. Transaction executed through a valid session will be construed by SBM to have emanated from the registered customer and will be binding on him/her.

19. The customer will not attempt or permit others to attempt accessing the 'OnlineSBM' through any unlawful means.

SBM's Terms

20. "OnlineSBM" is a service offered by SBM as per the Terms of Service and SBM is within its rights to deny access or withdraw access if the Firm/User is found to be acting in violation of the terms of service.

21. Transactions originated by the Users are logged and transmitted to Core Banking System for fulfilment. The requests take effect only after the requests are successfully processed by the Core Banking System. The rules, regulations and conventions applicable to the banking transactions in the physical world will be applicable mutatis mutandis for the transactions done through the OnlineSBM service.

22. SBM presupposes, and the same is acknowledged by the Firm, that login using appropriate Username and Password is a valid session initiated by none other than the User to whom the said Username and Password belongs and SBM shall take it for granted that the originator of the communication is the User to whom the User ID/Password has been issued.

23. SBM's obligation and remedy in the event of interruption to the Services or loss of use and/or access to the OnlineSBM Service, shall include taking all reasonable measures to restore the OnlineSBM Service and/or access thereto as soon as reasonably possible.

24 SBM shall not be liable for any direct, indirect or consequential loss or damage sustained by the Firm by any direct or indirect use of or reliance on the electronic communication, orders or messages. SBM shall also not be liable to the Firm for any loss or damage caused arising in connection with the OnlineSBM Service and/or this Agreement, on account of interruption or stoppage to the access to and/or use of this OnlineSBM Service arising on account of circumstances not attributable to SBM or beyond control of the SBM.

25 Without prejudice to any other provision of this Agreement, SBM does not warrant to the Firm that the OnlineSBM Service will be provided uninterrupted or free from errors or that any identified defect will be corrected; or the OnlineSBM Service shall provide any function not set out or described in any associated documentation provided by the SBM.

26. Though SBM strives to maintain the quality of service, timely delivery and execution of the instructions given by the Firm, the same is not guarantee by SBM and SBM does not accept any responsibility for not effecting or not completing any transaction entered into on the OnlineSBM Service due to any break-down in computer hardware or software systems including any break-down of internet services or any delay or default of service providers from whom SBM has availed of the services for providing the OnlineSBM Service.

27. SBM may for valid reasons refuse to execute any instructions placed by the Firm.

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

Provided that SBM shall not withhold payment to the Firm without sufficient cause, which shall be informed by SBM to the Firm on the finding of such sufficient cause.

Provided further that if within the period of 6(six) months SBM determines after due enquiry and investigation that any suspect transaction is not a valid transaction at all, SBM shall reverse the invalid transaction, consequently the Firm shall be liable to SBM for the resulted outstanding balance, if any.

29. All requests received from customers are logged for backend fulfilment and are effective from the time they are recorded at the branch.

30. Rules and regulations applicable to normal banking transactions in India will be applicable mutatis mutandis for the transactions executed through this site.

31. The OnlineSBM service cannot be claimed as a right. The bank may also convert this into a discretionary service anytime.

32. The Bank reserves the right to modify the services offered or the Terms of service of 'OnlineSBM'. The changes will be notified to the customers through a notification on the Site.

Obligations of the Firm

33. The User must keep the Username and Password strictly confidential and known only to himself. It is a good practice to commit the password to memory rather than write it down somewhere. SBM is not responsible for loss sustained by the Firm due to breach of this condition. The User is also cautioned against leaving the computer unattended during a valid session.

Since the user will have both transaction maker and authorizer rights (maker-cum-authorizer), he shall exercise caution to keep the passwords confidential.

34. Should the User notice that any information relating to the Firm's account(s) appearing on OnlineSBM is incorrect or discrepant the same should be immediately brought to the notice of the branch(es) of SBM by telephone/e-mail or letter.

35. The User will not attempt or permit others to attempt accessing OnlineSBM through any unlawful means.

36. SBM has taken care to protect the confidentiality and integrity of customer data/transaction on OnlineSBM. At the same time this is a joint endeavour of the SBM and the Firm. SBM, therefore, expects the Firm to appreciate the risks unique to transacting on the Internet and take precautions, as it may deem fit, in the interests of protecting confidentiality and transactional integrity

37. The User undertakes that if any wrongful use or misuse of the system is noticed by the User or any other person authorized by the Firm it shall be the responsibility of the User to bring the same to the notice of SBM forthwith and the User shall also co-operate with SBM in the event of SBM giving any alert about such wrongful use or misuse of the OnlineSBM Service.

38. The User undertakes not to disclose the conditions or any of the transactions made or entered through the OnlineSBM Service.

39. The Firm agrees to pay charges/fees for OnlineSBM services as may be prescribed from time to time.

40. The Firm hereby undertakes and agrees to protect SBM against all claims and liabilities arising directly or indirectly as a result of any breach or non-performance by the user or any act, neglect or default of the user.

41. Any dispute between the Firm and SBM with regard to the transactions done through OnlineSBM will be subject to the jurisdiction of the competent Courts where the SBM branch maintaining the relative account of the Firm is located and will be governed by Indian Laws in force from time to time.

42. By signing the Online Registration Form the Firm hereby confirms that the Terms of service herein contained shall constitute the agreement between SBM and the Firm for the use of the OnlineSBM Service.

Security:

43. The Branch where the customer maintains his/her account will assign:

a) User-id & b) Password

44. The User-id and Password given by the branch must be replaced by UserName and Password of customer's choice at the time of first log-on. This is mandatory.

45. Bank will make reasonable use of available technology to ensure security and to prevent unauthorised access to any of these services. The 'OnlineSBM service is VERISIGN certified which guarantees, that it is a secure site. It means that

- You are dealing with SBM at that moment.
- The two-way communication is secured with 128-bit SSL encryption technology, which ensures the confidentiality of the data during transmission.

46. You are welcome to access 'OnlineSBM' from anywhere anytime. However, as a matter of precaution, customers may avoid using PCs with public access.

47. There is no way to retrieve a password from the system. Therefore if a customer forgets his/her password, he/she must approach the branch for re-registration.

Accepted

Place : _____

Date : _____

Signature

Authorized Signatory of the Firm