

## Web Site Terms of Use

**Please read the following terms and conditions carefully.**

References to "you" or "your" are references to any person accessing this web site ("Site").

References to "we", "us" or "our" are references to Barclays Bank PLC.

References to "Barclays Group" are references to us, our parent company and any companies we and/or our parent company totally or partly own at any time.

## Company Information

Barclays Bank PLC, registered in England, with registered number 1026167 and its registered office at 1 Churchill Place, London E14 5HP and having its Indian headquarters at 801/808, Ceejay House, Shivsagar Estate, Dr. Annie Besant Road, Worli, Mumbai 400 018, Maharashtra (India).

## Site Terms

These terms and conditions govern your use of this Site and by accessing this Site you agree to be bound by them.

Please note that if you are an existing Barclays customer, these terms will apply in addition to those contained in your Customer Agreement, an additional copy of which can be obtained from your local branch. Barclays products and services may also be subject to separate terms and conditions which govern their use. In relation to the internet banking services offered by Barclays Bank PLC, India, additional terms and conditions apply which can be found in the relevant section of this Site.

We reserve the right to change these terms and conditions at any time and without notice by updating this posting and your continued access to or use of this Site following any such change will constitute your acceptance of the revised terms and conditions.

## Use of this Site

We may in our sole discretion terminate your access to or use of this Site for any reason, including without limitation where we believe that you have not acted in accordance with the terms and conditions of this Site.

This Site is designed to be accessed from its homepage. Accessing a specific page within this Site via a hypertext link may mean that you do not see important information about this Site, the conditions for its use and the Barclays PLC Group.

While we will endeavour to ensure that this Site is normally available 24 hours a day, we shall not be liable if for any reason this Site is unavailable at any time or for any period. Also, your access to this Site may also be suspended temporarily or restricted without notice to allow for repairs, maintenance, or the introduction of new facilities or services or for reasons beyond our control.

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### **Third Party Products and Services**

Where we provide hypertext links to third party internet web-sites, such links are provided for your information and convenience and the inclusion of any link in it is not an endorsement by us in any way of any products or services in such third party internet web-sites. You use such links entirely at your own risk and we accept no responsibility or liability for the content, use or availability of such web sites or for any loss or damage, however arising, suffered as a result of their use. We have not verified the truth or accuracy of any content of such web-sites.

This Site may also contain some material provided by third parties and we accept no responsibility or liability for the accuracy of such material.

No third party is permitted to link any other web site to this Site without obtaining our prior written consent.

### **No Offer**

Nothing on this Site should be construed as a solicitation or offer, or recommendation, to acquire or dispose of any investment or to engage in any other transaction, or to provide any investment advice or service.

### **No Warranty**

Although we have taken all reasonable care to ensure that the information provided on this Site is accurate and up to date, we make no representations or warranties of any kind, express or implied, with regard to the accuracy, timeliness, reliability or completeness of any such information.

Opinions and any other contents on this Site are provided by us for personal use and informational purposes only and are subject to change without notice.

Although we will take steps to prevent the introduction of viruses and other destructive materials onto the Site, we do not represent, warrant or guarantee that the Site or the content downloaded from the Site or linked web-sites does not contain viruses or destructive materials. We will not be liable for any damage or harm attributable to viruses or destructive materials. We do not warrant that the Site or its functions will be uninterrupted or free of any error or defect.

Nothing contained on this Site constitutes investment, legal, tax or other advice and is not to be relied on in making an investment or other decision. You should obtain relevant and specific professional advice before making any investment decision.

### **No Liability**

To the maximum extent permitted by law, we will accept no liability in any event including (without limitation) for negligence and/or for any damages or loss of any kind, including (without limitation) direct, indirect, incidental, special or consequential damages, expenses or losses that may result to you or a third party arising out of, or in connection with,

- (i) your use or inability to use this Site, or your downloading of any material from the Site or in connection with any error, omission, defect, computer virus or system failure, or loss of any profit, goodwill or reputation, even if expressly advised of the possibility of such loss or damages, arising out of or in connection with the access of, use of, performance of, browsing in or linking to other sites from this Site;

- (ii) any action based on the content of this Site or any use or application of the same or any error or omission relating to the transmission of the content of this Site.

We do not exclude our duties or liabilities under the Financial Services and Markets Act 2000 or the rules of the Financial Services Authority ("FSA") for the conduct of business.

We reserve the right to modify, suspend or discontinue, temporarily or permanently, this Site or any part of it, with or without notice, at any time. You agree that we shall not be liable to you or to any third party for any such modification, suspension or discontinuance of this Site.

### **Governing Law**

Indian law governs these terms and conditions and you agree that any matter or dispute in connection with this Site and these terms and conditions shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The dispute shall be referred to a sole arbitrator appointed by us. The arbitration shall be held in the English language in Mumbai and the courts of Mumbai shall have the exclusive jurisdiction to try any matters arising from the arbitration.

This Site and products and services represented within this Site are designed for use in India and not directed to, nor intended for distribution to or use by, any person or entity in any jurisdiction or country where the publication or availability of this Site or such distribution or use would be contrary to local law or regulation. If you choose to access information on this Site, it is your responsibility to comply with the applicable local, national or international laws and any use of this Site outside India is entirely at your own risk. For guidance relating to your specific situation, please contact your legal adviser.

If any provision of these terms and conditions (or part of any provision) is found by any authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

### **Contacting Us about this Site**

If you have any questions or comments about this Site or these terms and conditions, please contact us by sending a letter to our Indian office address set out above or by such other ways as described under "Contact Us" in the top menu bar on this Site.