

Customer Account Terms – Core Terms

1 Scope

These Customer Account Terms apply to the accounts and related services the Bank provides to a Customer in India

The Customer Account Terms consist of:

- the Application for each account or service.
- these Core Terms.
- additional Country Terms, and a Tariff (Schedule of Charges) for the Country. References in these Core Terms to relevant Country Terms or relevant Tariff mean the India Country Terms and Tariff (as may be amended from time to time).

The Bank will also provide:

- a Regulatory Information Guide for certain regulatory information and how the Bank treats personal information.
- a Processing Guide setting out payment execution times, cut-off times and other operational information.

2. Payments to an account

- 2.1 The Bank is not obliged to accept a payment to an account that, in its opinion, may damage its reputation, or break a law, regulation or sanction.
- 2.2 If the Customer receives a payment in a different currency from that of the account, the Bank may, as required, convert the payment to the currency of the account at its relevant currency exchange rate.
- 2.3 The Bank may deduct any applicable charges from a payment before crediting an account. Any sums credited to an overdrawn account may be applied first in reduction of any charges the Customer owes the Bank.
- 2.4 If the Bank credits an amount to an account by error, it will reverse the credit.
- 2.5 RTGS, NEFT and IMPS credits will, in the ordinary course, be processed on the same day. If the Bank receives a credit to an account after the relevant cut-off time (further information on cut-off times is available in the Processing Guide) or on a non-Business Day, the amount will be credited on the next Business Day. A **Business Day** is a day where the account is held, on which banks are generally open for business, excluding non-working Saturdays, Sundays and local public holidays.

3. Payment Instructions

- 3.1 The Customer must ensure that the Customer, and also any person authorised to operate the Customer's account(s) (a **User**):
 - 3.1.1 keeps secure and secret any payment devices (including any tokens or cards), passwords, and security procedures for the operation of an account.
 - 3.1.2 promptly destroys any written details of passwords or procedures the Bank sends to the Customer.
 - 3.1.3 complies with any requirements relating to payments the Bank notifies to the Customer.
- 3.2 The period of notice required to change or cancel a payment instruction (an **Instruction**) is set out in the Country Terms. It may not be possible to change or cancel some Instructions.
- 3.3 The Customer must notify the Bank immediately if the Customer knows or suspects there has been unauthorised use of a payment device or it has been lost or stolen, or a password or procedure is no longer secret or has been misused. The Customer must then provide the Bank with any information it has in this context. Please note that the Bank may share such information with law enforcement and/or regulatory or government authorities/agencies.
- 3.4 The Bank may stop or suspend the operation of an account or payment device, inter alia:
 - 3.4.1 to protect the security of an account.
 - 3.4.2 if it considers there has been unauthorised or fraudulent access to the account.
 - 3.4.3 if directed or instructed by any law enforcement and/or regulatory or government authorities/agencies or if ordered by any courts or tribunals.
- 3.5 The Customer must return any payment device to the Bank on demand.

4. Payments from an account

- 4.1 The Bank is not obliged to make a payment from an account that, in its opinion, may damage its reputation, or break a law, regulation or sanction.
- 4.2 If the Bank receives an Instruction, it will make the payment if:
 - 4.2.1 the Instruction is clear, formatted correctly, contains all required information and is within any relevant financial limits.
 - 4.2.2 the Instruction complies with any security procedures and/or the authority held by the Bank.
 - 4.2.3 the Customer has Sufficient Funds. The Customer has **Sufficient Funds** if the cleared balance or any arranged overdraft or limit is sufficient to cover the payment. The fact that a balance is shown on a statement or transaction advice does not necessarily mean the funds are cleared. If the Customer does not have Sufficient Funds to cover more than one payment, the Bank may decide which payment(s) to make.
- 4.3 The Bank may (but is not obliged to) ask the Customer to confirm an Instruction to ensure it is genuine, or if the amount of the Instruction exceeds a limit the Bank has set for security purposes.

- 4.4 The time of an Instruction is the time the Instruction is received by the Bank rather than the time the Customer sends it. However, if:
- 4.4.1 the Bank receives an Instruction after the relevant cut-off time or on a non-Business Day, the time of receipt will be treated as the next Business Day. Some Instructions may be processed on a non-Business Day to the extent possible. Details are available on request.
 - 4.4.2 the Instruction is for a future dated payment or a SWIFT Instruction that specifies a value date, the time of receipt will be treated as the date of the payment (or if this is not a Business Day, the next Business Day) or the future Business Day on which the Bank has to make the payment to achieve the value date.
 - 4.4.3 the Bank asks the Customer to confirm an Instruction, the time of receipt will be treated as the time of the confirmation, or if this is after a cut-off time or on a non-Business Day to the extent possible, the next Business Day.
- 4.5 Unless the Customer instructs otherwise, if the Bank receives an Instruction for an international payment, the Bank may convert it to the currency of the receiving account. In this case, or where the Instruction is for a payment in a different currency from that of the paying account, the Bank will apply its relevant currency exchange rate.
- 4.6 The Customer must not give an Instruction which would cause the Bank to breach a sanction imposed by, or the law of, any country affecting the Bank.

5. Unarranged payments on Instructions

- 5.1 If the Customer does not have Sufficient Funds for a payment, the Bank will not make payment on an Instruction. If a payment is made, the Customer:
- 5.1.1 must repay the amount on demand.
 - 5.1.2 will pay interest on the amount at the Bank's unarranged borrowing rate. Interest is calculated on a daily basis. The unarranged borrowing rate is in the Tariff.

6. Electronic Services

- 6.1 The Bank is authorised to act on any Instructions or other messages the Customer sends to it using SWIFT or an electronic banking service agreed with the Bank (each, an **Electronic Service**).
- 6.2 If the Customer holds an account at a bank other than the Bank, the Customer may be able to send Instructions to, or request information from the other bank using an Electronic Service. The Customer will need to have agreed with the other bank that it will accept Instructions or requests for information from the Bank. The Bank is not liable for the other bank's performance in acting on an Instruction or providing information.
- 6.3 The Bank is authorised to provide information to another Barclays Group member (each, a **Barclays Company**), where requested by the Customer using an electronic service provided by that Barclays Company. **Barclays Group** means the group of which Barclays PLC is the holding company.
- 6.4 Any software, hardware or other devices (**Technology**) the Bank provides to the

Customer in connection with an Electronic Service is merely licensed by the Bank to the Customer to use in connection with the Electronic Service.

6.5 The Customer must:

6.5.1 comply with and keep confidential any instructions, security advice or user guides provided from time to time in connection with an Electronic Service.

6.5.2 ensure any computers or equipment used for an Electronic Service (i) comply with any standards or technical requirements the Bank advises apply, and (ii) operate virus checks and firewall protection from time to time.

6.5.3 notify the Bank as soon as possible on becoming aware of any failure, delay, malfunction, virus or error with an Electronic Service.

6.5.4 have contingency arrangements to cover any unavailability of the Electronic Service, or system or operational failures.

6.5.5 uninstall any software and return any Technology on termination of the relevant Electronic Service or on demand.

6.6 The Customer must not:

6.6.1 use an Electronic Service in, or take Technology to, a country where it might break the applicable or a local law or a sanction.

6.6.2 change, use, copy or allow anyone else to use any Technology provided for an Electronic Service without the Bank's consent, including as this may also breach any third party's intellectual property rights in the Technology. The Customer will be liable to indemnify the Bank against any claims, losses, damages or costs which the Bank incurs as a result of the Customer's failure to comply.

The Bank does not guarantee the availability of any Electronic Service and is not liable if it is unavailable. The Bank may suspend the operation of an Electronic Service and will notify the Customer of any suspension.

7. Notices and Communications

7.1 The Bank may send a notice to the Customer on paper, using email or an Electronic Service, at the last contact details provided by the Customer or, if applicable, the Customer's registered office.

7.2 The Customer may contact the Bank using an Electronic Service or the details provided by the Bank.

7.3 The Bank may (but is not obligated to) contact the Customer:

7.3.1 by phone to confirm the validity of any Instructions. The Bank will attempt to contact a User to do this.

7.3.2 using Electronic Services, paper, email or phone to notify the Customer of potential security threats.

8. Termination

8.1 The Customer may close an account or terminate a service by giving one month's notice to the Bank.

- 8.2 In the case of joint accounts, partnerships, trusts and companies all account holders/ partners/trustees or authorised signatories as the case may be, shall inform the Bank in writing provided, all have agreed in writing that any one of them can give the Bank such instruction.
- 8.3 If one account holder on a joint account dies, the survivor(s) may withdraw the account balance and place a request for account closure.
- 8.4 The Bank may close an account or terminate a service by giving one month's notice to the Customer. However, the Bank can close an account or terminate a service immediately if the Customer:
- 8.4.1 has breached the account terms.
 - 8.4.2 has given information which is false or materially misleading to the Bank.
 - 8.4.3 does not meet the criteria for the relevant account or service.
 - 8.4.4 has used, or allowed someone else to use, an account or service for an illegal purpose.
 - 8.4.5 in the Bank's opinion, behaves in an inappropriate manner.
 - 8.4.6 in the Bank's opinion, puts the Bank in a position, or gives an Instruction, which might materially damage the Bank's reputation, or result in it breaking a law, regulation, or sanction.
 - 8.4.7 takes, or has commenced against it, any step which could lead to the seizure of an asset of the Customer, the enforcement of security granted by the Customer or an insolvency procedure in respect of the Customer.
 - 8.4.8 Is party to an act or omission that requires closure in terms of Reserve Bank of India regulations, any applicable law or other regulation, a court order or an order or instruction received from a government authority or agency.

9. Joint and Several Liability

If the Customer is more than one person, then each will be jointly and severally liable for the Customer's obligations to the Bank.

10. Transfers

- 10.1 The Bank may transfer any of its rights in relation to an account under these terms.
- 10.2 The Customer may not transfer the benefit hereof. The Customer may not transfer or charge any of its accounts with the Bank, without the Bank's consent.

11. Waiver and Severance

- 11.1 If the Bank waives any of its rights hereunder, it does not mean it will waive that right again in future.
- 11.2 If any term hereof is held in definitive and final regulatory or judicial proceedings to be invalid or unenforceable, that term will be severed from the remaining terms which will continue in full effect.

India Country Terms

1 Scope

The India Country Terms applies to the accounts and related services the Bank provides to a **Customer** in India, and is in addition to:

- the **Application** for accounts and related services in India.
- the **Core Terms**.
- these Terms, and
- the **India Tariff**.

References to the **Bank** or **Barclays** means Barclays Bank PLC.

Some accounts and services have additional terms which also form part of these Country Terms. These additional terms will be provided on an application for the relevant account or service. If there is any inconsistency between any additional terms and these Country Terms, the additional terms apply.

2 Payments to and from an account

- 2.1 Any payments received after the relevant cut-off time will be credited at the earliest.
- 2.2 The Bank may reverse a credit to an account if the relevant payment is recalled by another bank.
- 2.3 On receipt of an Instruction, the Bank will decide how to make a payment to a beneficiary including the correspondent banks (if any) that are used.
- 2.4 The Bank may change the financial limits that apply to any Instruction by giving 15 (fifteen) days' notice of the change to the Customer.

3 Credit Interest

- 3.1 Where credit interest is payable on an account:
 - 3.1.1 it is calculated daily on a 365 day year for accounts held in the Indian Rupee (INR).
 - 3.1.2 it will be paid on cleared balances after the deduction of tax at the relevant rate (if required).
 - 3.1.3 interest will be calculated and paid in accordance with Reserve Bank of India regulations as may be applicable by crediting the account. Where applicable, the Bank will pay interest in arrears.

4 Changes to Exchange and Interest Rates

- 4.1 The Bank may change an exchange rate, credit interest rate (whether a specified rate, reference rate or the margin above/below it) or unarranged borrowing rate, at any time. Subject to regulatory requirements, a change to an exchange or credit interest rate will take effect immediately and the Bank will make available details of a change which affects the Customer as soon as practicable after it has been made.

- 4.2 If a credit interest rate is based on a reference rate, then the rate will change immediately if the reference rate changes.

5 Giving/Changing/Canceling Instructions and Recalled Payments

- 5.1 Unless agreed otherwise, the Customer cannot give an Instruction to the Bank by email, facsimile transmission or by 'phone.
- 5.2 To change or cancel an Instruction, the Customer must provide the information the Bank requires. The Bank will only change or cancel an Instruction if, at the time it receives the relevant information, it is possible to do so using the Bank's usual processes.

6 Cheques

- 6.1 The Bank will not pay a future dated cheque until on or after the date of the cheque.
- 6.2 The Bank will not pay a cheque that is stale .
- 6.3 The Customer will as notified by the Bank, indemnify the Bank against any claims, losses, damages or costs which the Bank incurs if the Customer pays in and the Bank collects for the Customer's account, a cheque that is not payable to the Customer.
- 6.4 To stop payment on a cheque, the Customer must provide the information the Bank requires at least 01 (one) Business Day before the cheque is presented.
- 6.5 When an account is closed, the Customer must return to the Bank any unused cheques relating to that account.
- 6.6 If the Bank credits a cheque to an account before the cheque has cleared, the Bank can reverse the credit.
- 6.7 The Bank may collect or negotiate foreign currency cheques or cheques drawn on a non-Indian bank and charge the Customer for doing so.
- 6.8 The Customer must exercise due care while issuing cheques. The Bank may pay a cheque as it appears when presented in clearing, but is not obliged to pay a cheque that appears as if it may have been altered or overwritten.

7 Electronic Services

- 7.1 The Customer or a User can only access an Electronic Service by following the relevant security procedure(s). The Bank can change the procedure(s) at any time.
- 7.2 The Customer must comply with any security requirements relating to an Electronic Service that the Bank notifies from time to time.
- 7.3 The Customer must ensure that any User who is logged into an Electronic Service does not leave the relevant computer or device unattended.
- 7.4 The Bank can add or remove online services by giving notice to the Customer.
- 7.5 The Customer may be able to request additional products or services using an Electronic Service. On receipt of the request, the Bank may require the Customer to complete documentation or provide information before the Bank provides the additional product/service.

- 7.6 It is the Customer's responsibility to ensure that the Customer's own systems are compatible with any Technology access provided by the Bank, before using it. If the Customer fails to do this, the Bank is not responsible for any resulting loss or damage. The Bank may update its Technology and the Customer must ensure its own systems remain compatible.
- 7.7 If an Electronic Service is terminated, any Instructions given by the Customer through an Electronic Service before the date of actual termination will be completed (unless the relevant account has also closed).

8 Information about payments and the Customer

- 8.1 The Bank can make available information about payments through electronic or paper statements, or by a transaction advice.
- 8.2 The Customer can also request to receive statements by email. As emails are not a secure form of communication, the Bank is not liable if:
- 8.2.1 an email containing a statement is not received or is intercepted by someone else.
 - 8.2.2 the Customer acts on an email that appears to come from the Bank but was sent by someone else.
- 8.3 Where the Customer receives statements by email, the Customer must notify the Bank of any changes to the relevant email address for sending statements to.
- 8.4 The Customer confirms that the Customer will review and reconcile all statements promptly, and bring any discrepancies, errors or unauthorised transactions to the Bank's attention within 21 (twenty-one) days of receiving a statement for that account.
- 8.5 The Customer must provide the Bank with any information it requests, now or in the future, about the Customer, its use of an account or service, a payment, or the origin or destination of funds.
- 8.6 The Customer must notify the Bank if:
- 8.6.1 there is a change to any information the Customer has provided to the Bank.
 - 8.6.2 the Customer is a partnership and a partner leaves or a new partner joins.
 - 8.6.3 any other change in the constitution or identity or form of the Customer and the status of the Customer.
 - 8.6.4 another person has any rights or claim to funds held in an account.

9 Charges

- 9.1 The Customer will pay the Bank's charges for using an account and related services and any applicable taxes. The charges for the most common services are set out in the India Tariff, and are subject to change.
- 9.2 All payments to the Bank for charges must be made without set off and without a deduction for any tax, duty or other charge, unless a deduction is legally required. If a deduction is legally required, the Customer will increase the payment so that the Bank

receives the amount due to it before the deduction.

- 9.3 If the Customer is in breach of the India Country Terms, the Customer will pay any costs the Bank incurs as a result of the breach and in tracing the Customer, communicating with the Customer in relation to the breach and requiring the terms and conditions to be abided by or acting with respect to the Customer under the terms and conditions.
- 9.4 The Bank may deduct charges from an account as applicable.
- 9.5 If the Customer gives the Bank an Instruction that would create an Unarranged Overdraft, the Customer will pay the relevant charge set out in the India Tariff for making or refusing the payment.
- 9.6 The Bank may vary existing charges and introduce new charges by giving 30 (thirty) days' notice to the Customer unless the variation in charges or introduction of new charges is required to be given effect to sooner.

10 Minimum Balance Requirement

- 10.1 The Customer will maintain a minimum balance in the account as per the India Tariff.
- 10.2 Charges and any tax as applicable for non-maintenance of minimum balance will be deducted from the customer account as per India Tariff and applicable Reserve Bank of India regulations.

11 Set Off

- 11.1 The Bank may, at any time and without notice, set off any of the Customer obligations (whether joint, several, future or contingent) to Barclays or any other member of the Barclays Group against any liability of Barclays to the Customer in any country. **Barclays Group** means the group of which Barclays PLC is the holding company.
- 11.2 Where necessary to make the set off, Barclays may convert the Customer's obligations to the currency of Barclays' liability to the Customer, at Barclays' relevant currency exchange rate.
- 11.3 Barclays may not set off the credit balance on an account where (i) the Customer holds that balance on behalf of another person and has informed Barclays of that, and (ii) Barclays has acknowledged this in writing or the account is designated as a "client", "client money" or "trust" account.

12 Changes to the India Country Terms

- 12.1 Barclays may change the India Country terms immediately where the change is necessary to comply with a law or regulation. Otherwise, Barclays will give 30 (thirty) days' notice of any change to the terms unless the change is required to be given effect to sooner.
- 12.2 The Bank can use statements to give notice of a change. Where the Bank gives notice of a change to the terms, the Customer can obtain the latest copy of the India Customer

terms at www.barclays.in. In any event, terms that may be inconsistent with law or regulation at any particular point in time, must be read, and will apply, in a manner that is consistent with the requirements of law or regulation.

- 12.3 If the branch at which an account is held closes or merges with another branch, the Bank may issue the Customer with new account details. If the Bank changes the account details, any Instructions given by the Customer will continue to apply.
- 12.4 The Bank can make available details of changes to the features of accounts or services through communication made available on www.barclays.in

13 Liability

- 13.1 The Bank is not liable to the Customer for any payment from, or access to, an account if the Customer or a User:
 - 13.1.1 has not provided correct details of a payee's account number and the Indian Financial System Code (IFSC)/sort code/Society for Worldwide Interbank Financial Telecommunication (SWIFT) code (either directly or using an identifier), even if the correct account name has been provided.
 - 13.1.2 has acted fraudulently.
 - 13.1.3 in breach of the India Country Terms or, fails to keep a payment device secure, or a password or security procedure secret.
 - 13.1.4 fails to keep a cheque secure, advise the Bank of the loss of a cheque or complete a cheque so that it is not easy to alter.
- 13.2 Where the Bank is liable to the Customer for an unauthorised or incorrectly executed payment to or from an account, the Bank will refund the amount to the Customer.
- 13.3 The Bank's records of an Instruction, its authorisation and execution will, in the absence of an obvious error, be conclusive.
- 13.4 The Bank's liability for an unauthorised or incorrectly executed payment is, if the Bank's liability is established, limited to the amount of the payment, and any charges or interest the Customer has paid or any interest the Customer would have earned.
- 13.5 The Bank is not liable for:
 - 13.5.1 any loss because a payment is delayed by checks that the payment does not breach a law, regulation or sanction.
 - 13.5.2 any loss arising from insecure electronic communications being intercepted, corrupted or not being received.
 - 13.5.3 any indirect loss, or loss of business, goodwill, opportunity or profit.
 - 13.5.4 any loss arising from a cause beyond its reasonable control. This includes, amongst other things, any machine or electronic device failing to work, failure of payment systems network, any force majeure situation and industrial disputes.

14 Death of an Accountholder

On the death of one holder of a joint account, the ownership of any credit balance on the account will transfer to the other accountholder(s) who may continue to operate the account.

15 Notices and Communications

- 15.1 The Bank may contact the Customer:
 - 15.1.1 by phone to confirm the validity of any Instructions. The Bank will attempt to contact a User to do this.
 - 15.1.2 using Electronic Services, paper, email or phone to notify the Customer of security threats.
 - 15.1.3 using paper, email or an Electronic Service to give notices to the Customer.
- 15.2 The Bank may send notices to the Customer, as set out in the Core Terms. A notice from Barclays will be effective:
 - 15.2.1 at the time of personal delivery.
 - 15.2.2 at the time of sending, if sent by an Electronic Service.
 - 15.2.3 at the time of sending, if sent by facsimile transmission or email before 6.00 pm on a Business Day (otherwise on the next Business Day).
 - 15.2.4 on the 2nd (second) Business Day after posting.
- 15.3 The Customer may only contact the Bank by facsimile transmission if the Bank agrees to this. Faxes from the Customer are only effective when the Bank acknowledges receipt.
- 15.4 The Bank will send alerts to the Customer. Short Messaging Service (“SMS”) alerts will be sent on the mobile phone number provided by the Customer. The Bank will send email alerts to the Customer, to the email address provided by the Customer, if the Customer registers for the same. ‘Alerts’ refers to transaction related messages based on triggers.
 - 15.4.1 Subject to applicable regulations from time to time, the Bank may levy a charge for the alert facility at its own discretion with due notice to the Customer. Such charge will be debited from the Customer’s account. The Customer shall be liable for payment of such airtime or other charge which may be levied by the Customer’s mobile telephony or email service provider in connection with the receiving of the alerts.
 - 15.4.2 The Customer acknowledges that the generation and receipt of alerts are both dependent on the locational infrastructure, assured connectivity, and services provided on an uninterrupted basis by the cellular and email service providers. The Customer accepts that timeliness, accuracy and readability of alerts sent by the Bank may depend on factors and events that are outside the reasonable control of the Bank including by reason of natural or man-made disasters or incidents, and the Bank has no ability in such circumstances to assure the Customer that alerts will always be timely or unfailingly delivered or received.
 - 15.4.3 The Customer has full responsibility for the security and confidentiality of his / her mobile phone / mobile phone number, email address and device, and passwords.
 - 15.4.4 The Customer is solely responsible for informing the Bank in writing of any change in mobile phone number or e-mail address or account details and the

Bank will not be liable for sending alerts or other information over the customer's mobile phone number/e-mail address recorded with the Bank.

- 15.5 The Customer may contact the Bank
 - 15.5.1 At the branches during customer service timings
 - 15.5.2 using an Electronic Service, email or post with the relevant contact details provided by the Bank. Emails from the Customer are only effective when the Bank acknowledges receipt.
- 15.6 The Bank may also publish notices or communication, including of a general nature, on its website www.barclays.in or on the notice board at a branch or in any other mode. Such communication and notices will have the same effect as notices served on the Customer.
- 15.7 The Bank will ordinarily and usually contact only the Joint account holder named first in its records subject to any legal or regulatory requirements or unless requested otherwise by the Customer. The first named account holder is responsible for providing information sent by the Bank, to the other account holders.
- 15.8 The Bank may record or monitor telephone calls and monitor electronic communications (including emails) with the Customer including for the purposes of service standards and quality controls and assurance.

16 Basic Savings Bank Deposit Account

- 16.1 Basic Savings Bank Deposit Accounts (BSBDA) will be opened only for customers who,
 - 16.1.1 do not have any other savings account with the Bank or undertake to close such other account within 30 (thirty) days of the opening of a BSBD account.
 - 16.1.2 do not have a BSBD account with any other bank
- 16.2 Subject to regulatory requirements, BSBD accounts will not have a minimum balance requirement
- 16.3 Non-chargeable services offered to BSDB accounts will be as per Reserve Bank of India regulations. Additional facilities may be provided by the Bank if the Bank considers it possible to provide the same, and the Bank reserves the right to curtail or withdraw such additional services if provided, by giving 30 (thirty) days' notice to the account holder unless circumstances warrant a shorter period of notice or no prior notice.
- 16.4 Barclays may convert a BSBD Account to a normal savings account, close an account if transactions that are not in line with the customer profile and/or KYC/AML requirements are undertaken or sought to be undertaken.

17 Special facilities for Senior Citizens and differently-abled account holders

- 17.1 Special facilities are available for senior citizens, viz., persons above the age of 60 (sixty) years, and differently abled or infirm persons (having medically certified chronic illness or disability), who are account holders.

- 17.2 Doorstep Banking facilities for limited transactions will be provided only for senior citizens above the age of 70 (seventy) years, and differently abled or infirm persons (having medically certified chronic illness or disability) who are account holders.
- 17.3 Door step banking facility will only be provided at the account holder's registered mailing address.
 - 17.3.1 Special facilities will be provided only on request at the branch locations and on a best efforts and reasonable endeavours basis.
 - 17.3.2 The Bank may impose limitations that may include limitations with regard to amount and geographical area for providing door step banking
 - 17.3.3 The Bank reserves the right to charge customers for any special facility provided.
 - 17.3.4 The Bank may require the account holder to provide a medical certificate of chronic illness or disability in order to avail of such facility.
 - 17.3.5 The Bank may refuse to provide this facility if any misuse of the facility and/or customer's account is suspected.

18 Restricting transactions in an account and account closure

- 18.1 The Bank may restrict services with regard to, impose limits on transactions in and/or restrict operation of an account if,
 - 18.1.1 This is required under applicable law or regulation,
 - 18.1.2 The account is classified as dormant. An account is classified as dormant if there are no customer-induced transactions for 02 (two) years in the account or any type of transactions that Reserve Bank of India may allow for not tagging an account as dormant. Customer induced transactions shall mean any debit transactions undertaken by a Customer in his Account.
 - 18.1.3 For implementing a court order or any order received from an authority or a government department or agency,
 - 18.1.4 The Bank has reason to believe that the conduct of the account is improper.
- 18.2 The Bank may take action to close the account immediately in exceptional circumstances such as if the Bank reasonably believes that:
 - 18.2.1 the Customer is not eligible for the account
 - 18.2.2 the Customer has given any false information at any time;
 - 18.2.3 the account is being used inappropriately, illegally or for criminal activity or may damage the Bank's reputation;
 - 18.2.4 It is inappropriate for a person authorised by the customer to operate the account:
 - 18.2.5 Customer conduct is such that it is inappropriate for the Bank to maintain the account;
 - 18.2.6 By maintaining the account the Bank might be in breach of a law, regulation, code or other duty which applies to the Bank:

- 18.2.7 The Customer has been declared bankrupt or otherwise insolvent by any court of competent jurisdiction
- 18.2.8 The Customer has been in breach of the conditions which apply to the account
- 18.2.9 Minimum balance is not being maintained in the account
- 18.2.10 Closure is required as per Reserve Bank of India guidelines or in accordance with the requirements of other regulations or the law, or by a court order or by direction or instruction of an authority or a government department or agency,
- 18.3 Due notice of account restriction or closure will be given to the customer

19 Governing Law and Jurisdiction

The laws of India apply. The courts of Mumbai have exclusive jurisdiction. The Bank may take action in any other court of competent jurisdiction in India.

Term Deposit Additional Terms

These terms form part of the India Country Terms.

1 Availability

The Bank is not obliged to establish or renew a Term Deposit.

2 Opening a Term Deposit

The payment to establish a Term Deposit must be in cleared Indian Rupees and must be more than the Minimum Amount. The Minimum Amount is currently 100,000 Indian Rupees (Indian Rupees One lakh). The Bank may vary the **Minimum Amount** from time to time.

3 Interest

- 3.1 The Bank will pay interest (after the deduction of tax at source if required) at the rate agreed with the Customer until the Maturity Date. The **Maturity Date** is the final day of the term of the Deposit.
- 3.2 Depending on the length of the term, and applicable conditions, interest is paid on the Maturity Date, or at regular intervals as well as on the Maturity Date.

4 Withdrawals

The Bank is not obliged to permit a withdrawal until after the Maturity Date. If the Bank allows a withdrawal before the Maturity Date, it may charge the Customer an early redemption fee.

5 Automatic Renewals

- 5.1 The Customer can instruct the Bank to automatically renew a Term Deposit of less than 10,000,000 Indian Rupees (Indian Rupees One Crore) on the Maturity Date, for another term of the same length. With a renewed Term Deposit, the Bank will apply its relevant interest rate for a Term Deposit of that amount and term.
- 5.2 If the Term Deposit is not renewed, the Term Deposit and any interest will be returned to the bank account from which the Term Deposit was made.

6 Insolvency

If the Customer is subject to any sort of potential or initiated insolvency or winding up or liquidation procedure whilst having outstanding obligations with the Bank, the Bank will have an exclusive lien over the Term Deposit. This means that the Bank can retain the deposit until it has set off the Customer's obligations against the deposit. The Bank can exercise the right of set-off at any time including as provided for in the India Country Terms.

Debit Card Terms

These terms form part of the India Country Terms.

1 Issue of Debit Cards

- 1.1 A **Debit Card** enables the Customer to enter into transactions on the account to which the Card is **linked** and obtain account information at Automated teller machines (**ATMs**). **Card Transactions** may be either **Cash Withdrawals** from ATMs (subject to any limits as described in the India Processing Guide), or **Purchases** of goods or services, whether in person, online or by post or phone.
- 1.2 The Bank is only obliged to act on an Instruction by the Customer using a Debit Card if the Customer has Sufficient Funds or an agreed overdraft on the relevant account.
- 1.3 The linked account will be debited at the time the supplier or the ATM establishes a connection with the Bank.
- 1.4 The Customer authorises the Bank to issue on application, a **Debit Card** and a personal identification number (**PIN**) to the Customer (Cardholder). **Cardholders** are either the Customer or the Users authorised to receive a Card on behalf of the Customer, as detailed in an application or notified to the Bank from time to time.
- 1.5 Any Card or PIN will be sent to the address nominated by the Customer in the application or held on the Bank's records. The Cards will bear the names of the Customer and the Cardholder and the relevant expiry dates.
- 1.6 The Customer may terminate any Card by a written notice to the Bank. The Customer remains liable for all Card Transactions and charges incurred up to the receipt of that notice by the Bank and termination of the Card by the Bank thereafter.
- 1.7 The Bank may terminate a Card or any Card services at any time. A Card will automatically terminate, if the account to which the Card is linked is closed or terminated.

2 Authorisation of Card Transactions

- 2.1 The Customer requests the Bank to act on any Card Transactions authorised by the Customer or any Cardholder. A Transaction will be regarded as authorised by the Customer where the Customer or a Cardholder:
 - 2.2.1 authorises a Transaction by following the instructions provided by the supplier, which may include:
 - entering the PIN or providing any other security code.
 - signing a sales voucher (possibly with an Identity document to validate a signature).
 - providing the Card details and/or providing any other details requested.
 - waving or swiping or tapping the card over a card reader.
 - 2.2.2 uses a Card and the PIN for a Cash Withdrawal at an ATM.
 - 2.2.3 orally or in writing provides the Card details to the Bank or its representative and

requests a Cash Withdrawal or transfer from the Account.

- 2.3 Some suppliers and ATMs may levy a charge for accepting a Card and the charges will be applied to the linked account.
- 2.4 The Bank will keep records of all Card Transactions for 10 (ten) years after the payment dates or for such other period of time as may be required by applicable law (including regulatory requirements), including details of the authorisation of a Card Transaction, and will provide this information to the Customer on request.
- 2.5 Unless the Customer instructs the Bank not to, with sufficient notice, the Bank may issue a replacement for any cancelled Card and will issue replacement Cards 01 (one) month before the expiry of any existing Cards.

3 Use of Cards

- 3.1 Each Card is the property of the Bank.
- 3.2 The Customer or each Cardholder must:
 - 3.2.1 sign any Card issued immediately on receipt.
 - 3.2.2 memorise the PIN, destroy the PIN notification slip and keep the PIN secret.
 - 3.2.3 not allow anyone else to use the Card.
 - 3.2.4 keep the Card in good condition.
 - 3.2.5 not use a Card after its expiry date.
 - 3.2.6 keep a copy of any sales voucher signed to authorise a Card Transaction.
 - 3.2.7 only use the Card issued with the relevant Cardholder's name.
 - 3.2.8 only use the Card for business purposes and not use the Card to carry out any illegal Card Transactions.
 - 3.2.9 comply with any directions issued by the Bank regarding the Card.
- 3.3 Card Transactions in a currency other than Indian Rupees will be converted to Indian Rupees by the Bank at the relevant exchange rate. Additional charges may also apply. Details are included in the India Tariff.
- 3.5 The Bank may change the payment scheme that applies to a Card.
- 3.6 Not all Cards can be used for international transactions. The Customer and each Cardholder must comply with any legal or regulatory requirements for the use of the Card including the requirements that apply from time to time on (i) payments in foreign currency, or (ii) purchasing certain items.
- 3.7 Cards cannot be used for payment in foreign currency at suppliers in India, Nepal and Bhutan.
- 3.8 The Bank does not guarantee that it will always be possible to use a Card or Card details.

4 Liability for Unauthorised Transactions

- 4.1 The Customer is liable for any unauthorised Card transactions that occur as a result

of a Card being lost or stolen or being used without authorisation until the Bank has received notification from the Customer of the loss or theft or fraudulent or other misuse of the Card.

- 4.2 The Bank has insurance intended to protect Customers in the event a Card is lost or stolen. This means that the Bank may refund out of insurance proceeds, amounts related to unauthorised Card transactions. Refunds may be based on the applicable facts and circumstances. Reserve Bank of India regulations will apply as regards the Bank's liability including with regard to matters such as:
- 4.2.1 the Card transactions were not as a result of the Customer or a User acting fraudulently, with gross negligence or in breach of the India Customer Terms.
 - 4.2.2 the Card transactions were not authorised using a PIN, password or security code.
 - 4.2.3 the Customer has complied with any Card user guides.
 - 4.2.4 The Bank receives notification from the Customer immediately upon the Customer becoming aware or within such timelines as prescribed by Reserve Bank of India that unauthorised Card transactions may have occurred.
 - 4.2.5 Any amount debited from the Customer's account but not dispensed by the ATM will be credited to the Customer account within 07 (seven) working days of the Bank having received communication from the Customer or within such time as may be prescribed by Reserve Bank of India. Compensation of Indian Rupees 100/- (One hundred only) per day shall be paid to the Customer for any delay in credit beyond 07 (seven) working days or as may be otherwise required by Reserve Bank of India.

5 Charges

- 5.1 The Customer will pay the Bank's charges for the use of a Card and Card services and any applicable tax including Service Tax. The charges for the most common services are set out in the India Tariff.
- 5.2 Charges will be applied to the linked account.

Regulatory Information Guide India

This Guide sets out certain important regulatory information about Barclays Bank PLC, India branches. It covers:

- Who we are
- complaints about our service
- phone calls and emails to us
- How we treat your information

1 Registration details

Barclays Bank PLC is registered in England (Company No. 1026167) with its registered office at 1 Churchill Place, London, E14 5HP. Barclays Bank PLC is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority (reference number 122702) and the Prudential Regulation Authority. Barclays Bank PLC inter alia carries on the business of banking in India through its branch offices and is licensed by the Reserve Bank of India as a scheduled commercial bank.

Barclays is a trading name of Barclays Bank PLC and its subsidiaries.

2 Complaints about our service

- 2.1 If you have a dispute or difference with us, you should use our internal dispute resolution procedures first. As part of our internal dispute resolution procedure, you should contact your Relationship Manager or the branch or you may contact our phone banking officers or you may send us an email on the email address available at www.Barclays.in
- 2.2 If you are not satisfied with the resolution offered by the channels mentioned in 2.1 above, you may write to our Nodal Officer at grievanceredressal@barclays.com (our Nodal officer is the Bank's officer in charge of complaints and grievances).
- 2.3 If you are not satisfied with the resolution offered by our internal disputes resolution process as stated above, you may approach the Banking Ombudsman at Reserve Bank of India, in accordance with the Integrated Ombudsman Scheme, 2021.

3 Phone calls and emails to us

The Bank may record or monitor telephone calls and monitor electronic communications (including emails).

4 Using information about you

- 4.1 We may put the information about you (including personal information) that we obtain or are given by you or your dealings with us on the Barclays Group information systems, which may be held both inside and outside of India. This information will be used by us to provide services to you, for assessment and analysis (including credit and/

or behaviour scoring, market and product analysis), including so we can develop and improve our services for you and other customers, and protect our interests. It may also be used by us and other companies in the Barclays Group to carry out any required “know your customer” (KYC) or “know your business” (KYB) checks, or to comply with any anti-money laundering obligations, and other regulatory and lawful obligations. We will store, use and process your information in compliance with applicable law and regulation.

- 4.2 Provided you accept and are agreeable to the same to this, we and other members of the Barclays Group may inform you about products and services (including those of others outside the Barclays Group) which may be of interest to you.
- 4.3 We may give information about you and how you manage your account to:
 - 4.3.1 the Reserve Bank of India or other regulatory and government authorities and agencies and to credit bureaux which may use and disclose information for legal and regulatory purposes, credit assessments and to prevent fraud.
 - 4.3.2 Persons who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential.
 - 4.3.3 anyone we transfer, or may transfer, our rights and duties to.
 - 4.3.4 we may also give out information about you if we have a duty to do so or if the law requires or allows us to do so.
- 4.4 If we transfer your information to a service provider or agent in another country, we will make sure that the service provider or agent agrees to apply the same levels of protection as we are required to apply to information held in India and to use your information only for the purpose of providing the service to us.
- 4.5 We may also make or carry out any other searches and enquiries which we think are appropriate.

5 Use of Cookies

- 5.1 We use cookies for various purposes, including to gather information about the use of our websites by customers, to ensure privacy and store login details in our secure websites, to temporarily store details input into calculators, tools, illustrations and demonstrations, to store details of your marketing, product and business unit preferences, to improve the efficiency of our websites and to evaluate the effectiveness of any advertising. We use both our own cookies and cookies provided by third parties to do this.
- 5.2 Some or all of our Electronic Services may require you to accept cookies in your browser to view and use the Electronic Service, and to protect your information.

6 Reserve Bank of India

The India Country Terms are subject to the requirements and regulations of the Reserve Bank of India. The Bank may need to amend the India Country Terms on the basis of

inter alia amended or new regulations. In any event, terms that may be inconsistent with law or regulation at any particular point in time, must always be read, and will apply, in a manner that is consistent with the requirements of law or regulation.

Please note that Indian laws and regulations regulate foreign exchange transactions and customers are reminded that they must at all times ensure compliance with applicable law and regulation failing which they may be subject to penalties and other consequences. In this context, please also note that any person resident in India collecting and effecting/remitting payments directly/indirectly outside of India in any form towards overseas foreign exchange trading through electronic/internet trading portals is liable for contravention of the Foreign Exchange Management Act 1999, as well as KYC and anti-money laundering standards.

Processing Guide India

The processing Guide India is available at www.barclays.in .You can ask your Relationship team for the latest copy of this Guide at any time.