

Barclays Bank PLC

**Terms and Conditions for
Barclays Direct Banking (BDB)**

1. DEFINITIONS

1.1 In this document, all the capitalised words and phrases have the meaning as stated hereunder, unless the context indicates otherwise:

“**Application**” shall mean application for availing of various services (including for Cash Management Payment Services or Internet Banking Service etc.,) from Barclays Bank PLC, India on the applicable terms and conditions.

“**Account**” means all existing, new and future accounts of the Customer at Barclays which are designated by Barclays to be eligible for the use of services (including Internet Banking Services and Cash Management Payment Services);

“**Barclays**” means Barclays Bank PLC, a banking company incorporated under the laws of England and a scheduled commercial bank within the meaning of the RBI Act, 1934 through its branch offices in India;

“**Beneficiary**” shall mean such person whose name shall appear on the face of the Instrument and mentioned in the Payment Request as the payee or to whose account the credit is passed on through electronic payment channels.

“**Business Hours**” means the time period for which Barclays is open for business and the Business Hours may vary for each branch of Barclays, as notified from time to time.

“**Channels**” shall mean online banking portal or web interface or host to host service of Barclays or interface installed at the Customer’s server or other electronic communication method permitted by Barclays Bank PLC through which the Customer may supply the requests for payments and the details of the Beneficiaries.

“**Charges**” means all charges, fees, interest, costs and expenses levied by Barclays in accordance with any applicable law or agreement (in each case as modified from time to time) with respect to any Account and/or any services, including Internet Banking Service and / or Cash Management Payment Services on the Customer and shall include goods and services tax and any other applicable taxes.

“**Customer**” refers to the Person or Persons

(i) in whose name the Account(s) with Barclays are existing, may be opened (changed) now or at any time in future; and/or

(ii) to whom any services including, the Internet Banking Service / Cash Management Payment Services are made available at Barclays’ sole discretion.

“**Disbursement**” shall mean the payments to be made by the Customer to the Beneficiaries in accordance with the Payment Request.

“**Identification Information**” means the unique identifier, password, code, digital certificate, private key, public key, e-token, PIN and any information and/or mechanism provided by Barclays to the Customer (as determined and issued by Barclays from time to time at Barclays’ sole discretion) to uniquely authenticate and verify a Customer and his actions in relation to the Internet Banking Service.

“**Instrument**” shall mean cheques, demand drafts, pay orders and warrants.

“**Instruction**” means any instruction or command purportedly to be given by the Customer in reference to any service using Identification Information and effective after authentication.

“**Internet Banking Service**” means the facilities offered by Barclays, at its sole discretion, to carry out various transactions or avail of information over the internet, including Host to Host service, and any of the Channels referred above. The Internet Banking Service may be provided by Barclays directly or (in part or in full) through its associates or contracted service providers. The Customer shall make an Application to Barclays for use of the Facility. Barclays shall at its sole discretion, accept or reject any Application.

“**Locations**” shall mean such locations where Barclays Bank PLC may provide the Cash Management Payment Services and as agreed in the Application.

“**Payment Request**” shall mean the requests from the Customer made through any of the Channels, indicating the details of the Beneficiaries including but not limited to name and address of the Beneficiaries, amount, currency, place where the Disbursement needs to be made, the account number, mode of payment (whether instrument or electronic) and IFSC Code of the payee bank (if necessary) as prescribed and in the format approved by Barclays, duly signed and/or authenticated by the Customer, as prescribed by Barclays.

“**Person**” shall mean and include individuals, company or corporation, trust, sole proprietorship, partnership firm and any other association of persons whether incorporated/ registered or not.

“**Website**” refers to the website owned, established and maintained by Barclays Bank PLC at the URL www.barclays.in.

1.1 In these terms and conditions, unless a contrary intention clearly appears, words importing

(i) any one gender include the other gender; and

(ii) the singular include the plural and vice versa

and person includes created entities (corporate or non-corporate) and vice versa.

2 GENERAL

2.1 Before signing the Application, the Customer is expected to enquire, read and understand all the applicable terms and conditions (including recorded herein).

2.2 By signing the Internet Banking Service application form and/or direct payment services terms and/or file

gateway application form or by acknowledging receipt or by use of the Identification Information, the Customer is deemed to have acknowledged that he has read, reviewed, understood and unconditionally and irrevocably accepted all the applicable terms and conditions. The terms and conditions shall form the contract between the Customer and Barclays for availing of the services and shall be further subject to such other terms as Barclays may specify from time to time. Barclays expressly reserves the right at any time and without prior notice to the Customer, to add, alter, modify, change or vary all or any of the terms and conditions or to replace wholly or in part this program by another program, or withdraw it altogether by publishing the amended/revised terms and conditions. Barclays shall make such updated Terms and conditions available at www.barclays.in. The Customer hereby undertakes that it shall keep him/her self updated about the then applicable terms and conditions before any / every use of the services.

- 2.3 The Customer acknowledges that the Internet Banking Service is provided by Barclays to the Customer at Barclays' discretion and only as a convenience to the Customer. The Customer may avail the Internet Banking Service at his own risk.

3 APPLICABILITY

- 3.1 These terms and conditions are applicable to the Internet Banking Service offered by Barclays to its Customers and are in addition to any other terms and conditions applicable to the facilities and services offered through Internet Banking or general terms and conditions applicable to the Account.
- 3.2 The Customer acknowledges that Barclays may add services to the Internet Banking Service or discontinue some of the services provided through the Internet Banking Service as Barclays in its absolute discretion may deem appropriate or fit without the prior consent of the Customer.
- 3.3 The Customer further acknowledges that any and all information provided through the Internet Banking Service or for the use of the Internet Banking Service (including Identification Information) remains the sole property of Barclays. Accordingly, the Customer acknowledges and accepts that Barclays may, in its absolute discretion, restrict the Internet Banking Service or withdraw the usage of Identification Information and/or any other services, authentication methods or devices that may have been provided by Barclays for the purposes of using the Internet Banking Service.
- 3.4 The Customer understands that he / she will be able to access the Internet Banking Services only if he / she is in possession of a valid Identification Information (like digital certificate should be valid) as on the time of attempt to use these services.
- 3.5 Barclays will, at its sole option, set and reset minimum and maximum limits for any transaction that may be carried out by the Customer over the internet and any such limits would be subject to the availability of a sufficient balance in the relevant Account. Such limits are to reduce the risks on the Customer and may be imposed by way of number of transactions within a particular period or by way of the amount restriction within a particular period or both.
- 3.6 The Customer acknowledges that these terms and conditions and the provision of Internet Banking Service by Barclays are subject to applicable laws and regulations as well as guidelines, notifications, circulars and directions issued by the Reserve Bank of India ("RBI") and any other competent authorities from time to time. Barclays will not be liable or responsible for any variation, suspension or withdrawal of Internet Banking Service if such variation, suspension or withdrawal is pursuant to any guidelines, notifications, circulars or directions from RBI or any other competent authority. The Customer further acknowledges that financial facilities availed or applied from the Bank shall, in addition to terms and conditions agreed, be subject to the then applicable rules, regulations, laws, guidelines including applicable UCP guidelines issued from time to time for such financial facility(ies).

4 ACCESS

- 4.1 The Customer will be provided with Identification Information by Barclays to avail of any Internet Banking Service basis the instructions received from the Customer and / or the Authorised Signatory.
- 4.2 Customer's access to Internet Banking Service will be disabled if a wrong Identification Information is entered successively for the number of times as may be decided by Barclays at its sole discretion from time to time. In such event, the Customer will be required to ask for issuance / allotment fresh identification Information for which Barclays may charge at the rate prevalent at such time.
- 4.3 Barclays may decide to disable access to the Internet Banking Service in case the service is not utilised by the Customer for a continuous period as specified by Barclays at its sole discretion. The Customer may also request for temporary or permanent disabling of access. To reactivate access to Internet Banking Service, the Customer must intimate Barclays in writing or such other mode as may be prescribed by Barclays, providing all details as may be required or prescribed by Barclays.
- 4.4 If the Customer leaves the Identification Information un-attended, there is a risk of use / misuse of the same.

5 SECURITY PROCEDURE AND CONFIDENTIALITY OF IDENTIFICATION INFORMATION

- 5.1 The Customer agrees and acknowledges that he solely shall be responsible for maintaining the secrecy of his Account details and Identification Information. The Customer must comply with any other requirements designed to protect the security of his use of the Internet Banking Service, which are notified to the Customer by Barclays from time to time.

- 5.2 To ensure that the Customer alone is able to access and give instructions through the internet, he must at all times comply with the following security procedures:
- (i) safeguard his Identification Information at all times and not to disclose any details of his Identification Information to anyone else (including to a member of Barclays' staff);
 - (ii) not record Identification Information in a way whereby it will be legible or accessible to any third party;
 - (iii) preferably memorize Identification Information and then destroy any record of them;
 - (iv) not allow anyone to operate the Internet Banking Service on his behalf;
 - (v) not leave any system unattended while he is logged on to the Internet Banking Service and each time he goes away from such system he / she should log-out from our Internet Banking Services ;
 - (vi) not leave the Identification Information un-attended as there is a risk of use /misuse of the same;
 - (vii) not access the Internet Banking Service from any equipment or device connected to a local area network (or LAN), such as an office environment, without first ensuring that no one else is able to observe or copy his Identification Information;
 - (viii) any other security measures which a man of reasonable prudence will follow / exercise to keep his most valuable articles / goods safe and ensure that the same is not misused.
- The Customer shall indemnify Barclays if any loss is suffered by Barclays due to his failure to comply with the above security procedures.
- 5.3 The Customer hereby confirms that Customer shall solely be responsible for all the transactions conducted by using Identification Information issued to him / her / it and the same will be deemed to have emanated from such Customer.
- 5.4 If the Customer discovers or suspects that his Identification Information or any part of it is known to someone else or is lost or stolen, he must immediately notify Barclays in writing or such other mode as may be prescribed by Barclays. Barclays may suspend use of the Internet Banking Service until a new Identification Information has been set up. Any transaction done prior to such a notification being received by Barclays shall be entirely at Customer's risk and cost. Barclays shall not be liable for any losses and/or damages arising directly or indirectly as a result of such loss or theft or failure by the Customer to notify Barclays of such incident.
- 5.5 The Customer undertakes to return the Identification Information to the Bank on termination / suspension / expiry (of the validity) of the Identification Information

6 AUTHORITY TO BARCLAYS TO CARRY OUT INSTRUCTIONS

- 6.1 The Customer represents to Barclays that the Customer and / or the Authorised Signatory has full power to perform its obligations in accordance with these Terms and Conditions and has taken all necessary action, including all internal and corporate approvals, for delegation of authority or for execution of the Application, Terms and Conditions and availing the services.
- 6.2 The Customer hereby grants express authority to Barclays for carrying out any transaction received by Barclays through the internet using his Identification Information, post authentication and the same will be deemed to have emanated from such Customer.
- 6.3 All transactions arising from the use of the Internet Banking Service in the Account shall be binding on the Customer. Barclays shall in no manner be liable for any loss/damage whatsoever that may be incurred or alleged to be incurred by the Customer in such an event.
- 6.4 The Customer agrees that he shall be solely responsible for the instruction, transaction or information provided by the Customer by way of Internet Banking Service. The Customer acknowledges that Barclays shall have no obligation to verify the authenticity of any instruction, transaction or information received by way of the Internet Banking Service or purporting to have been sent by the Customer other than by means of confirmation of the Identification Information by the verification mechanism(s) applied by Barclays. Barclays will not be liable for acting in good faith on such instructions. The Customer will be responsible for keying in the correct account number & other required details. Barclays will in no case be liable for any erroneous transactions incurred arising out of or relating to the Customer entering wrong details.
- 6.5 If Barclays is of the opinion that an instruction over the internet may not have been properly authorised by the Customer, Barclays may, after making reasonable efforts to check whether it was properly authorised, refuse to carry out such instruction or to take steps to reverse any action taken on the basis of that instruction. Barclays may at its sole discretion decide not to carry out any instruction received through internet, where Barclays has reason to believe that the instruction is not genuine or otherwise improper or unclear or raises a doubt. Barclays will not be responsible for any loss to the Customer and/or third party that results from such refusal to carry out instructions or reversal or from any delay in effecting any instructions resulting from Barclays' efforts to verify an authorisation in respect of any instruction.
- 6.6 If funds transfer functionality is made available to the Customer, it may be used for transfer of funds from an Account to other accounts belonging to third parties maintained at Barclays or at any other bank through available payment channels (including RBI's NEFT, RTGS, or SWIFT or IMPS).

7 PROCESSING OF TRANSACTIONS

- 7.1 The Customers may upload the Disbursement Request under cash management payment services through internet or any other channel made available by Barclays. **Restricted - External**

- 7.2 Barclays agrees to make Disbursement to the Beneficiaries as mentioned in the Payment Request received from the Customer through the Channels in accordance with the Terms and Conditions.
- 7.3 The time taken for processing of transactions through the Internet Banking Service may vary, including depending on whether they can be updated immediately or whether they are processed after the close of Business Hours of the relevant branch and the cut-off times for various services. The Customer acknowledges that he understands that to know the fate of an instruction, he would need to check the online status of his transaction and any correspondence from Barclays related to it and the mere fact that it has been authorised by him does not mean that it has been processed by Barclays.
- 7.4 Once the Customer has given an instruction through the Internet Banking Service, he will not be able to reverse it. Barclays is under no obligation to reverse any instruction a Customer has given; or to accept an instruction that is conditional or reversible or which requires Barclays to pay a third party sooner than it would have been able to pay, following normal banking practices.
- 7.5 The Customer acknowledges that transaction once attempted and failed will not be again be re attempted on its own by the system and Customer may be required to make an attempt again as a fresh transaction.
- 7.6 The Customer hereby confirms and acknowledges that payments through electronic transfer of funds are subject to provisions of the Income Tax Act, 1961 including Sec.40A (3) thereof and provisions of Foreign Exchange Management Act 1999 (as amended from time to time).
- 7.7 If any request for a service is such that it cannot be given effect to unless followed up by requisite documentation on the part of the Customer, Barclays shall not be required to act on the request until it receives such documentation from the Customer.
- 7.8 Any request for a service initiated or authenticated by the Customer after the prescribed cut-off time, the same cannot be given effect on the same day but will be considered for the next working day for execution.
- 7.9 The Customer agrees and acknowledges that Barclays shall make the Disbursement to the respective Beneficiaries based on the mode of payment, as specified in the Payment Request. In the event, the details mentioned in the Payment Request is not sufficient to make the Disbursement, Barclays would request the Customer for clarification and the requisite details. In such events, Barclays shall not be liable for delayed Disbursement.
- The Customer understands and acknowledges that any instruction which has incomplete information or which does not meet legal and regulatory requirements or Barclays' parameters, Barclays shall not be liable to process the same.
- 7.10 Stop payment instructions can be given only for cheques and not for pay orders or demand drafts or electronic transfers. Any stop payment and/or cancellation instructions for any Instrument by the Customer are required to be given in writing under the signatures of the authorized signatory of the Customer or initiated and authorised through Internet Banking Service, and cannot be given through email or any other means, and Barclays Bank PLC shall on receipt, if practically possible/ feasible, give effect to such stop payment and/or cancellation instructions at the sole risk and consequences of the Customer. The Customer understands and acknowledges that any instruction received by Barclays from the Customer for stop payment request or cancelling the stop payment instructions of a cheque will be processed by Barclays only on best effort basis. The Customer agrees, acknowledges and confirms that Barclays Bank PLC shall be required to recognize such stop payment and/or cancellation instructions only if it is in a capacity to timely inform all its branches at the Locations of the same and to the extent that it is able to confirm that the Instrument in question has not already been presented for payment at any of the Locations. The Customer agrees that the details provided by it in such instructions shall be accurate, clear and unambiguous. Any loss or claims arising on account of execution of the stop payment and/or cancellation instructions of the Customer shall be the sole responsibility of the Customer and Barclays Bank PLC shall not be liable for the same.
- 7.11 If the instruction of the Customer specifies that disbursement to be made by issuance of instrument in the form of demand draft (DD), Barclays would issue drafts/pay orders payable to such entities ("**Beneficiaries**") and dispatch them to the Customer's address or if so requested by the Customer, to the address of the Beneficiaries as provided by the Customer. It shall be the responsibility of the Customer to ensure that entire amount of the said demand drafts/pay orders is available in credit in the Account/s maintained with Barclays on or before the date of issuance of the demand drafts/pay orders so as to ensure receipt of value issued before payment on behalf of the Customer. Barclays will draw demand drafts/pay orders on Locations where Barclays has its branches. In the event of the demand drafts/pay orders being drawn on Locations in which Barclays does not have branches, Barclays reserves the right to route payment through any other bank.
- 7.12 For electronic fund transfers, the payment shall be routed by way of internal funds transfer, if the Beneficiary is an account holder of Barclays. The payments shall be routed through the electronic clearing systems/arrangements through other banks, if the Beneficiary is an account holder of another bank. The account numbers and relevant bank codes such as IFSC codes of the Beneficiaries as may be provided by the Customer to Barclays shall be considered as valid and Barclays shall not be held responsible for any error, inaccuracy or mistake in the event of the disbursements being made to the account numbers as provided by the Customer. Barclays shall not be responsible or liable for any account number and name matching.

- 7.13 Barclays shall be duly discharged of its obligations to provide the services, in case of paper based instruments, upon posting or dispatch of the Instruments to the Customer or Beneficiaries, as the case may be and in case of electronic payments, upon the acceptance of the transaction by the RBI or the Beneficiaries Bank. Barclays shall not be liable for any loss or delay in receipt of the Instruments or electronic payments by the Customer or Beneficiaries, as the case may be.
- 7.14 The financial information available by means of the Internet Banking Service is for reference purposes only. Account information available through the Internet Banking Service will not reflect transactions that may be in Barclays' hands but which have not been processed or which still have to be verified for payment. Any information supplied to the Customer through the Internet Banking Service will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the Customer. Barclays shall not be liable for any loss incurred or damage suffered by the Customer or third party by reason or in consequence of any such financial information.
- 7.15 Customer understands and acknowledges that in case any request for a service require conversion of foreign currency, the exchange rate for such conversion shall be contracted / effective rate prevailing at the time of giving effect to the transaction.
- 7.16 Barclays will not be liable to process instructions of the Customers in the event of Force Majeure (as described below paragraphs).
- 17.17 **CHEQUE WRITING**
- a) If the Payment Request indicates, that the Disbursement to the Beneficiary is required to be made by a local or at par cheques on behalf of the Customer, the same shall be issued in such manner.
 - b) The Customer hereby agrees and authorizes Barclays to print and affix the signature of the authorized signatory of the Customer by mechanical facsimile/lithography process on the cheques to be issued to the Beneficiaries, for and on behalf of the Customer, for such amounts in accordance with the Payment Request. The Customer further agrees that such affixing of signature through a mechanical facsimile/lithography process is proper, legal and valid and such Instruments on which such signature is affixed shall be fully binding on the Customer. The Customer shall inform Barclays of any change or modifications of authorized signatories from time to time. Barclays will not be responsible in the event of failure or delay by the Customer in furnishing timely or correct information of the changes or modifications of its authorized signatories to Barclays or documents as may be reasonably required by Barclays from time to time.
 - c) The Customer hereby agrees that Barclays has the limited responsibility of merely issuing the cheques for and on behalf of the Customer as per details furnished to Barclays by the Customer and the cheques so issued to the Beneficiaries shall be honored only if sufficient balance is available in the said Account and in accordance with the normal course of banking as if the cheques are issued by the Customer itself.
 - d) The Customer shall, from time to time, furnish to Barclays, the specimen signatures of its authorized representatives, authorized to execute/endorse Instruments and Payment Request for and on behalf of the Customer.

8 RECORD OF TRANSACTIONS

The Customer agrees and acknowledges that Barclays' own record of transactions in relation to the Internet Banking Service maintained through its computer systems or otherwise shall be accepted as conclusive and shall be binding on the Customer in the event of any dispute and for all other purposes.

9 MAINTENANCE OF SUFFICIENT BALANCE

- 9.1 The Customer acknowledges that for the purpose of the services, the Customer shall designate an Account from which the Disbursement shall be made to the relevant Beneficiaries. The Customer shall be solely liable for maintaining sufficient funds in the Account to enable Barclays to make the Disbursement as mentioned in the Payment Request. Barclays shall not be liable for any dishonour of cheques or instruments due to insufficiency of funds or any action initiated or threatened against the Customer under Section 138 of the Negotiable Instruments Act, 1881 or under any applicable law.

Barclays shall process any transaction or instruction requiring payment or fund transfer only if there are sufficient funds (or prearranged credit facilities) available in the Account. In case the funds (or prearranged credit facilities) are insufficient to effect the requested transaction, Barclays may reject such transaction or instruction and/or may, at its discretion, charge any interest and other Charges (including penalty charges) to the Customer's Account in question. Once rejected transactions will have to be re-initiated by the Customer if re-processing is desired.

- 9.2 Barclays shall not be liable for any omission to make payments or any late payments, unless such omission or late payment is due to gross negligence of Barclays.
- 9.3 Barclays may withdraw the provision of the Internet Banking Service, wholly or partly, if at any time the amount of deposit falls short of the required minimum and/or if Charges remain unpaid, without giving any further notice to the Customer and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

- 9.4 It is expressly agreed and understood that nothing contained in these Terms and Conditions shall be deemed to constitute an undertaking by Barclays for grant of overdraft or any other form of credit facility to the Customer.
- 9.5 In the event of any incidental or temporary overdraft which may be occasioned or which may result due to any reason, the Customer shall be responsible to repay the overdraft on the next working day and pay the interest as stipulated by Barclays until repayment of the overdraft. In case of any delay in repayment of such overdraft, Barclays shall have absolute right, in addition to the right of banker's lien, to set-off and appropriate without notice to the Customer, the amount of such overdraft against or out of the Account of any other accounts/funds belonging to the Customer with Barclays. including the amount of any further Instruments which may be deposited by the Customer with Barclays.

10 LIABILITY OF THE CUSTOMER/RIGHTS OF BARCLAYS

- 10.1 Barclays may require the Customer to update its system with necessary software(s) to enable the Customer to access and operate the Internet Banking Service. It is the Customer's responsibility to ensure that the software and hardware provided by Barclays is compatible with any computer or other device from which the Customer accesses the Internet Banking Service. Barclays shall not be liable to the Customer for any loss suffered by the Customer as a result of any incompatibility between the software and/or the provided hardware for Internet Banking Service and any computer or other device from which the Customer accesses the Internet Banking Service.
- 10.2 The Customer must take all reasonable measures to ensure that any computer and other device from which the Customer may access the Internet Banking Service is free from any computer virus or similar device or software, including without limitation devices commonly known as keystroke loggers, spyware, software bombs, Trojan horses, worms, and any other sort of malicious software. The Customer shall make its own contingency arrangements to cover system or operating failures or suspensions.
- 10.3 Barclays may apply such technology as it deems fit, to ensure the security of and prevent unauthorised access to the Internet Banking Service.
- 10.4 The Customer shall at his/its own cost, procure, maintain and update/upgrade all such software and computer and communication systems, as applicable, from time to time, to avail and use the Internet Banking Service which are compatible with Barclays' system.
- 10.5 Barclays shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and shall be under no obligation to support the software, hardware, operating systems of the Customer and that the same shall be the sole responsibility of the Customer.
- 10.6 The Customer shall indemnify and hold harmless Barclays, its affiliates, directors and employees, representatives and/or agents, as the case may be, promptly upon written demand against any claim, demand, action, suit, proceeding initiated against it, liability, damages, costs, expenses, or loss which Barclays may incur, sustain, suffer or is likely to suffer in connection with or as a consequence of any breach by the Customer of these terms and conditions or the execution of the Customers' instructions.
- 10.7 The Customer shall immediately inform Barclays of any failure, delay, malfunction, virus, programming error or error in sending or receiving the instruction or any suspected fraud and assist Barclays in any remedial steps which it may propose.

11 EXTENT OF LIABILITY OF BARCLAYS

- 11.1 Barclays does not warrant that access to its website and the Internet Banking Service shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the website or use, accuracy or reliability of the Internet Banking Service.
- 11.2 Barclays will not be liable for any virus that may enter the Customer's system as a result of the Customer using the Internet Banking Service and does not guarantee to the Customer or any other third party that the Internet Banking Service would be virus free.
- 11.3 Barclays shall not be liable for any loss or damage to the Customer as a result of making or not making the Internet Banking Service available to the Customer or as a result of loss of Internet Banking Service to the Customer, including any direct, indirect, consequential or special loss, even if Barclays has been advised of the same. Circumstances where Barclays will not be liable will include (but not be limited to):
- (i) acting on instruction which has been validly authenticated as coming from the Customer but which in fact have been issued by a third party;
 - (ii) any reliance on financial information provided as part, or by means, of the Internet Banking Service;
 - (iii) any misuse of the Customer's system or any access to information about the Customer's accounts which is obtained by a third party (except where that access is obtained as a result of Barclays' gross negligence or wilful default);
 - (iv) reliance on any supporting documents attached; and
 - (v) loss or distortion of data during transmission or other faults in the telecommunication network or a network failure.
- 11.4 Under no circumstances shall Barclays, its employees, directors, and its third party agents involved in processing, delivering or managing any services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary, (including, but not limited to, damages caused by any

virus, personal injury, negligence, loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of any services or resulting from unauthorized access or alteration of transmissions or data or arising from suspension or termination of any services or any inability of Barclays to receive instructions, directions, orders or other communications from the Customer or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise.

12 RISKS

The Customer acknowledges that he is availing the Internet Banking Service at his own risk. The Customer is aware and accepts that, in addition to risks mentioned in these terms and conditions, internet banking also involves the following risks:

- (i) Internet is per se susceptible to fraud, misuse, hacking and other actions to that effect;
- (ii) Any inaccurate filing of data on the part of the Customer could result in the funds being transferred to incorrect accounts and recovery thereof may not be possible;
- (iii) Transactions that require transfer of funds may not fructify or may not be completed by parties to whom the Customer requests the Bank to transfer funds. The Customer's sole recourse in such situation is against the party with whom the Customer is transacting; and
- (iv) The use of the internet generally involves technology risks (such as viruses or destructive codes) that may not be completely excluded and which could affect provision of services or a loss of data. Inherent in its nature, the internet is susceptible to a number of frauds, misuse, hacking and other actions that could affect payment instructions/other instructions to Barclays.

Customer to note that our website to access Internet Banking Services is www.barclays.in only. It is recommended that you type correct URL at the time of attempting to access internet banking services. You shall take sufficient precautions to ensure that you do not fall trap to any phishing / fraudulent attempts where, among others, you may be asked to visit any similarly spelt / sounding or otherwise similar domain / URL.

Barclays Bank Plc. shall not be liable for any loss, damage, if any, caused to you if you access these websites, act in reply to such emails, or provide your personal information at such other websites without seeking our confirmation in writing.

13 PROPRIETARY RIGHTS OF BARCLAYS/COPYRIGHT

- 13.1 The Customer acknowledges and agrees that all the rights in the software underlying any of the Internet Banking Service as well as any other software and hardware provided by Barclays which is required for availing the Internet Banking Service accessing the Account are the legal property of Barclays or the respective vendors. The permission given by Barclays to access the Accounts and to utilize the Internet Banking Service shall not convey any proprietary or ownership rights in the intellectual property of the software and hardware. The Customer shall not attempt to modify, translate, disassemble, de-compile or reverse engineer the above-mentioned software or hardware or copy the source code of the software or create any derivative product based on the software.
- 13.2 The Internet Banking Service is provided for use by Customers in India. Customers are responsible for ensuring that the use of the Internet Banking Service by them is at all times in accordance with the applicable laws and regulations of India and other relevant jurisdictions.
- 13.3 The entire design and content of the website for the Internet Banking Service is subject to copyrights. The Barclays eagle logo and Barclays name are registered trademarks. All rights are reserved and the information held is for the Customer's personal use only. The Customer may not download (all or in part), transmit or modify the website without Barclays' prior permission. However, the Customer may print out part or all of the website for his own personal use. No third party is permitted to link any other website to the website for the Internet Banking Service.

14 THIRD PARTY WEBSITES AND SERVICES

- 14.1 Where Barclays provides hypertext links to third party internet web-sites, such links are not an endorsement by Barclays of any products or services in such web-sites. The Customer shall use such links entirely at his own risk and Barclays accepts 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. Barclays has not verified the truth or accuracy of any content of such websites.
- 14.2 The website may also contain some material provided by third parties, in which case Barclays accepts no responsibility or liability for the accuracy of such material.

15 COSTS AND CHARGES

- 15.1 Barclays is entitled to charge the Customer Charges for the Internet Banking Service and / or Cash Management Payment Services provided in accordance with the schedule of charges displayed on the website/intimated to the Customer through other channels. It is hereby clarified that these charges are in addition to the charges which Bank could have charged for the services and products availed by the Customer.
- 15.2 Illegal or improper use of the Internet Banking Service shall render the Customer liable for payment of Charges as decided by Barclays and/or will result in suspension of the Internet Banking Service.
- 15.3 The schedule of Charges being displayed on the website maintained by Barclays for providing the services (including Internet Banking Service and / or Cash Management Payment Services) including for issuance of Identification

information, may be amended from time to time and will be applicable and binding upon the Customer.

- 15.4 All Charges applicable to the services including for issuance of Identification Information shall be for the account of the Customer and the Customer hereby authorises Barclays to debit the same directly to any of the Customer's Accounts.
- 15.5 The Customer shall be liable to pay fees, costs and charges for the services. The Customer shall be solely responsible for the payment of all past, present and future central, state and local levies, direct/indirect taxes, duties/fines, penalties and charges, by whatever name called, as may become due and payable in relation to the services. For all amounts stated above the Customer hereby authorises Barclays to debit the same directly to any of the Customer's Account(s) or other funds belonging to the Customer. Failure to pay the charges/fees (including applicable taxes) on or before the specified date will render the Customer liable for payment of interest at such rate as may be stipulated by Barclays.

16 DISCLOSURE OF INFORMATION/USE OF COOKIES

- 16.1 The Customer agrees that Barclays, its group companies and/or their contractors may hold and process the Customers' personal information and all other information concerning his Account(s) both in India and outside India. Barclays may disclose such information for reasons inclusive of, but not limited to, participation in electronic clearing, credit rating by recognised credit scoring agencies, or for fraud prevention purposes, in each case in compliance with applicable mandatory laws and regulations. Barclays may also use this information to develop and improve its services to Customers, for example for informing the Customer about products and services (including those of others) which may be of interest to the Customer.
- 16.2 Barclays use cookies for various purposes, including, without limitation, to gather Customer journey information across its websites, ensure Customer privacy in its secure sites, store login details for Barclays secure sites, temporarily store details input into its calculators, tools, illustrations and demonstrations; store details of the Customers marketing, product and business unit preferences to improve its targeting and enhance the Customers' journey through its sites; and evaluate its sites advertising and promotional effectiveness. Barclays uses both its own (first party) and partner companies' (third party) cookies to support these purposes. Some or all of the Internet Banking Service may require cookies in the Customer's browser to view and use them and to protect the Customer's financial and personal information.

17 TERMINATION / EXPIRY OF INTERNET BANKING SERVICE

- 17.1 The Customer can cancel use of the Internet Banking Service at any time by giving a written notice of at least 7 days to Barclays to the relevant branch manager or through the contact channels prescribed by Barclays from time to time. In such event, any transaction and liability incurred by the Customer prior to such cancellation shall be paid or, respectively, reimbursed by the Customer. The Customer shall return to Barclays all software and hardware provided for the use of the Internet Banking Service.
- 17.2 Internet Banking Service will deem to be expired on closure of all Accounts of a Customer will also terminate the Internet Banking Service. Internet Banking Services will not be available to the users on expiry of the validity period of Identification Information issued by the Barclays to them. They may contact Barclays for re-issue / re-validation of the Identification Information.
- 17.3 Barclays has the right to terminate or suspend use by the Customer of any Internet Banking Service at any time. Barclays may give notice before termination / suspension of Internet Banking Service depending upon the circumstances under which such termination or suspension was imposed.
- 17.4 If the Customer's use of the Internet Banking Service comes to an end for any reason, this will not affect any instructions the Customer has already given via the Internet Banking Service.
- 17.5 In case of termination of the Internet Banking Service, the Customer shall without undue delay at his own cost return all software, hardware and other devices provided by Barclays for the use of the Internet Banking Service.

18 NON-TRANSFERABILITY/ASSIGNMENT

- 18.1 The Customer acknowledges that the Account and the Internet Banking Service offered to the Customer are not assignable or transferable to any third party under any circumstances and shall be used only by the Customer or its authorised representative. The Customer's legal representatives, administrators and successors are bound by these terms and conditions.
- 18.2 Barclays may sub-contract and employ agents to carry out any of its obligations under this contract. Barclays may assign its rights and/or obligations hereunder, at any time, to any person without notice to the Customer.

19 NOTICES

- 19.1 The Customer shall give or send to Barclays any corresponding or formal notice, including complaints in connection with the Internet Banking Service in writing to the relevant branch office as may be notified by Barclays to the Customer from time to time or such other mode as may be prescribed by Barclays.
- 19.2 A Customers' personal details furnished to Barclays are deemed to be true and correct and Barclays has the right to Customer's duty to update and keep Barclays ~~Restricted Internal~~ changes in his personal details.

- 19.3 Barclays may contact Customers and give notices in connection with this arrangement by post, telephone or internet using the Customer's contact details made available by the customer in the Internet Banking Service application form. Customer must ensure adequate security is setup on its computer / phone instrument / contact point. Barclays would not be responsible if any unauthorised person gains access to your e-mails / mails.
- 19.4 In addition, Barclays may also publish notices on its web pages. Such notices will have the same effect as a notice served individually to each Customer.

20 DISPUTE RESOLUTION

If the Customer has a dispute or difference with Barclays, the Customer should first refer to Barclays' internal dispute resolution procedures as described on the website for the Internet Banking Service and as amended from time to time at Barclays' sole discretion. If the dispute or difference cannot be resolved in that manner, either of the parties may refer the matter to arbitration in accordance with the Arbitration & Conciliation Act 1996 or the banking ombudsman in accordance with the Banking Ombudsman Scheme 2006 (as amended from time to time).

21 GOVERNING LAW

- 21.1 These terms and conditions and the usage of the Internet Banking Service shall be governed by, construed in accordance with and be subject to laws of India and guidelines as may be issued by Reserve Bank of India and other competent authorities from time to time. The mere fact that the Internet Banking Service can be accessed in any country other than India shall not be interpreted to imply that the laws of that country govern these terms and conditions and/or the operations of the Accounts of the Customer.
- 21.2 Subject to clause 20, the court or tribunal within whose jurisdiction the branch office of Barclays maintaining the account of the Customer is situate shall have exclusive jurisdiction over all matters arising out of these terms and conditions and the Customer hereby consents to that jurisdiction.

22. **FORCE MAJEURE** In the event Barclays is unable to perform its obligations contained herein due to any occurrence resulting in prevention from or delay or interruption if such prevention, delay or interruption is due to force majeure event, [which would include any event beyond the reasonable control of Barclays including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind (including concerning the pick up agency or the correspondent banks), riots, insurrection, war or acts of government, loss of Instruments by the pickup agency/correspondent banks, changes in legislation and other allied acts of regulatory nature] then Barclays shall not be deemed to be in default so long as any such cause or the effect thereof persists (provided that this shall not prevent the accrual of interest on any outstanding amount which would have been payable but for this provision) and during a reasonable period thereafter within any such obligations capable of being fulfilled. Barclays shall not be liable for any action or claim, from any party, arising out of its inability to perform the obligations for the reasons stated herein.

23. MISCELLANEOUS

- 23.1 **SEVERABILITY:** If any provision of these terms and conditions is held to be illegal, void or unenforceable by any court of competent jurisdiction, such provision shall be deemed to be deleted / be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of these Terms and Conditions or affect such provision in any other jurisdiction. The relevant provision shall be deemed to be replaced by such legal and enforceable provision the scope and economic consequences of which come closest to the provision replaced.
- 23.2 **HEADINGS:** The headings provided here are for ease of reference only and shall not affect its interpretation;
- 23.3 **WAIVER:** No failure or delay by Barclays Bank PLC in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies of Barclays Bank PLC hereunder are cumulative and not exclusive of any rights or remedies available in law.
- 23.4 **BANKER'S LIEN AND SET-OFF:** Barclays Bank PLC shall have the banker's lien and right of set-off, on the deposits, funds or other property of the Customer with Barclays, whether held in single name(s) or jointly with any person(s), to the extent of all outstanding dues, whatsoever, arising as a result of or in connection with the services.
- 23.5 **FURTHER ASSURANCES:** In connection with the services, the Customer agrees to execute and deliver such additional documents and perform actions as may be necessary or reasonably requested by Barclays to carry out or evidence the transactions/services carried out or contemplated under the services.

Customer shall intimate Barclays of any change in any regulatory requirements, the effect of which may be to restrict

24 REPRESENTATIONS AND WARRANTIES

- 24.1 The Customer hereby represents and warrants that availing of the Service from Barclays does not or shall not violate or conflict with any law applicable governing the Customer and/or any regulatory requirements, any provision of the Customer's constitutional documents, any order or judgment of any court or other agency of government applicable or prohibit the provision of the services.
- 24.2 The Customer shall be solely responsible for any acts, errors, omission or fraud on the part of its employees or agents.
- 24.3 The Customer hereby agrees that Barclays Bank will not be liable for dishonor of any Instrument(s) issued by the Customer or any third party or any consequences thereof by reason of delay or non-performance of the services, including consequences under Section 138 of the Negotiable Instruments Act, 1881.
- 24.4 The Customer shall be solely liable for ensuring availability of sufficient funds in the Account at all times for avoiding liability under Section 138 of the Negotiable Instruments Act, 1881, whether or not the Account is maintained with Barclays.
- 24.5 The Customer hereby irrevocably agrees to and consents that the Bank may disclose at any time and share with or in any manner make available to any agencies, bureaus, affiliates, firms, associations, corporate bodies, banks, financial institutions and other persons any information about the Customer where such disclosure is necessary under law or where there is a duty to the public to disclose such information or where the interest of Barclays requires such disclosure. Additionally, Barclays may disclose such personal and financial information about the Customer that is in the public domain. The Customer further agrees that in case the Customer commits default in the repayment of any dues that may arise as a result of the services provided by Barclays or interest payable thereon or any of the amounts that may be due to Barclays or any costs, charges and expenses incurred by Barclays on the Customer's account, Barclays and/or RBI and/or Credit Information Bureau (India) Ltd will have an unqualified right to disclose or publish the Customer's name (including the name of the directors) as defaulter in such manner and through such medium as the Bank and/or the RBI and/or Credit Information Bureau (India) Ltd in their absolute discretion may think fit.

25 **THIRD PARTY RIGHTS:** A person who is not a party to these Terms and Conditions (other than an Affiliate of Barclays) shall have no right to enforce them.

26 **INDEMNITY:** The Customer and the Customer Bank agrees to indemnify, without delay or demur, Barclays and its agents and keep Barclays and its agent indemnified harmless at all times from and against any and all claims, damages, losses, costs, and expenses (including attorney's fees) which Barclays may suffer or incur, directly or indirectly, arising from or in connection with:

- Any loss or misuse of Instruments or issuance by Barclays of duplicate demand drafts or pay orders or other Instruments;
- Defect in or absence of title of the Customer or the Beneficiary under the Instruments or forgery or alteration of the Instruments;
- Any Instruments are returned or are unpaid or any Instruments are dishonored; Non-compliance with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body;
- Any error, default, fraud, acts, omission, negligence or misconduct of the Customer's employees or any agents;
- Any claim by any Beneficiary or third party in relation to any Instrument; Breach of any obligations, representations or warranties by the Customer;
- Any inaccuracy, error or omission in the Payment Request, data, information or message as provided by the Customer, or the transmission or delivery of any such Payment Request, data, information or message as provided by the Customer;
- Any payment/s against counterfeit or forged Instruments;
- Any stop payment instructions by the Customer;

All indemnities given by the Customer to the Bank shall survive the termination of the services.

27 **COMMUNICATION:** The Customer agrees that Barclays may send information including data, statements and reports to the Customer relating to the services through electronic mail to an address designated by the Customer for that purpose in the Application. The Customer recognizes that such information would be of a confidential nature and the information may be intercepted, read, modified or altered by any person during such transmission. The Customer agrees that Barclays shall not be liable for any inaccuracy, error, interruption, delay in, or omission of any data or information or the transmission or delivery of such data or information nor will Barclays be liable for any error, omission or delay in the services provided by any internet service provider or any third party service provider on whose performance Barclays is dependent for transmitting such information or data. Barclays shall not be liable for damages, whether direct or indirect, arising out of such transmission including but not limited to any breach of confidentiality, loss of privacy, loss of data, business interruption, delay in delivery or any pecuniary loss. The Customer agrees and confirms that the Payment Request furnished to Barclays through the Channels shall be conclusive and binding on the Customer. Barclays shall be entitled to rely and act on any communication through the

Customer shall intimate Barclays of any change in any regulatory requirements, the effect of which may be to restrict Channels, which originate or appear to originate from the Customer and such actions shall be fully binding on the Customer.

- 28 **TERMINATION OF THE FACILITY:** The Customer may discontinue or terminate use of the services hereunder by giving minimum 30 days prior written notice to Barclays. Provided that such termination shall not affect the Customer's liability to fulfill and complete its obligations in connection with the services, including without limitation, liquidation of Instruments, payment of interest and fees or charges, refunds to Barclays, etc. The termination of the services shall not affect any accrued rights and liabilities of the Customer and Barclays. Barclays reserves the right to terminate or suspend the services, in whole or in part, forthwith, at any time without assigning any reason by notifying the Customer either through its Website, email, fax or letter or other communication as it may deem fit. In case of a temporary withdrawal or suspension of the services, the same shall be communicated to the Customer.
- 29 **DISCLAIMER:** Barclays shall use best efforts in providing the services to the Customer. All arrangements are exclusive of intervening Bank Holidays and Sundays for clearing purposes i.e. on a working day basis only and the Customer unconditionally agrees and understands that the Disbursement on behalf of the Customer would be made after considering the intervening bank holidays after deposit of Instrument. The entries in Barclays's books as well as in the correspondent bank's books kept in the ordinary course of business of the Bank with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the Customer unless in the event of there being any apparent mistake or error therein. Barclays shall not be liable for any non-compliance of any applicable rules and regulations by the Customer in connection with the services. Barclays makes no express or implied warranty with respect to the services. Barclays makes no warranty that (i) the services will meet all the requirements of the Customer; or (ii) the Facility will be uninterrupted or timely. Barclays shall not be liable for any fraud, misconduct, act, omission or negligence of the agents or correspondent banks appointed by Barclays or the Customer for the purpose of the services hereunder.

I/We have read and understood the above mentioned terms and conditions (agreeing that these may be amended from time to time) hereby accept the same and would like to avail the Internet Banking Services.