

# Customer Agreement – Core Terms

## 1 Scope

A Customer Agreement applies to accounts and related services the Bank provides to a business **Customer** in any country selected by the Customer by completing an **Application**.

A **Customer Agreement** consists of:

- the **Application** for each account or service.
- these **Core Terms**.
- additional Country Terms and a Tariff for each country. References in these Core Terms to **relevant Country Terms** or **relevant Tariff** mean the Country Terms or Tariff which apply to the country in which the account is held.

Together these form a separate Customer Agreement for each country.

If there is any inconsistency between any Country Terms and these Core Terms, the relevant Country Terms apply.

In each country where the Customer opens an account, the Bank will also provide:

- a Regulatory Information Guide explaining 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 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 mistake, it may reverse the credit.
- 2.5 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 relevant Processing Guide) or on a non-Business Day, the amount will be credited on the next Business Day. A **Business Day** is a day in the country where the account is held, on which banks are generally open for business, excluding weekends and local public holidays.

## 3 Payment Instructions

- 3.1 The Customer must, and must ensure that any person authorised to operate the Customer's account(s) (a **User**):
  - 3.1.1 keep secure and secret any payment devices (including cards), passwords, and security procedures for the operation of an account.
  - 3.1.2 promptly destroy any written details of passwords or procedures the Bank sends to the Customer.
  - 3.1.3 comply 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 relevant 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 relating to this which the Bank may share with law enforcement authorities.
- 3.4 The Bank may stop or suspend the operation of an account or payment device - by giving 30 days notice.
  - 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.
- 3.5 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 enough 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 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. 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 Business Day Barclays has to make the payment to achieve the value date.
- 4.4.3 if 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, 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 overdrafts

- 5.1 If the Customer does not have Sufficient Funds for a payment, the Bank may treat the Instruction as a request for an **Unarranged Overdraft**. If the Bank allows the Unarranged Overdraft, the Customer:
- 5.1.1 must repay the overdrawn amount on demand.
- 5.1.2 will pay interest on the overdrawn amount at the Bank's unarranged borrowing rate. Interest is calculated on a daily basis. The unarranged borrowing rate is set out in the relevant 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 agree 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 licensed by the Bank to the Customer to use in connection with the Electronic Service only.
- 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.
- 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 local law or 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. As this may also breach any third party's intellectual property rights in the Technology, the Customer will indemnify the Bank against any claims, losses, damages or costs which the Bank incurs as a result of the Customer's failure to comply.
- 6.7 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 the Customer's registered office.
- 7.2 The Customer may contact the Bank using an Electronic Service or the details provided by the Bank.

## **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 The Bank may close an account or terminate a service by giving one month's notice to the Customer. However, the Bank can do this immediately if the Customer:
  - 8.2.1 has seriously or persistently breached the terms of a Customer Agreement in any country.
  - 8.2.2 has given information which is false or materially misleading to the Bank.
  - 8.2.3 does not meet the criteria for the relevant account or service.
  - 8.2.4 has used, or allowed someone else to use, an account or service for an illegal purpose.
  - 8.2.5 in the Bank's opinion, behaves in a seriously inappropriate manner that makes it reasonable for the Bank to take immediate action.
  - 8.2.6 in the Bank's opinion, puts it 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.
  - 8.2.7 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.

## **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 under a Customer Agreement.
- 10.2 The Customer may not transfer the benefit of a Customer Agreement. The Customer may not transfer or charge any of its accounts without the Bank's consent.

## **11 Waiver and Severance**

- 11.1 If the Bank waives any of its rights under a Customer Agreement, it does not mean it will waive that right again in future.
- 11.2 If any term of a Customer Agreement is invalid or unenforceable, that term will be severed from the remaining terms which will continue in full effect.

# Customer Agreement – Country Terms

## India

### 1 Scope

The India Customer Agreement applies to accounts and related services Barclays provides to a business **Customer** in India.

The **India Customer Agreement** consists of:

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

In the India Customer Agreement, 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 or on a non-Business Day will be credited to an account on the next Business Day.
- 2.2 Barclays may reverse a credit to an account if the relevant payment is recalled by another bank.
- 2.3 On receipt of an Instruction, Barclays will decide how to make a payment to a beneficiary including the correspondent banks (if any) that are used.
- 2.4 Barclays may change the financial limits that apply to any Instruction by giving 15 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 in Indian Rupee, Sterling and some currencies and a 360 day year for accounts in US Dollars, Euro and other currencies. Details are available from Barclays on request.
  - 3.1.2 it will be paid on cleared balances after the deduction of tax at the relevant rate (if required).

### 4 Changes to Exchange and Interest Rates

- 4.1 Unless agreed otherwise, Barclays 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. A change to an exchange or credit interest rate will take effect immediately and Barclays will make available details of a change which affects the Customer as soon as practicable after it has been made. A change to the unarranged borrowing rate will take effect immediately on notice to the Customer.
- 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/Cancelling Instructions and Recalled Payments

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

### 6 Cheques

- 6.1 Barclays will not pay a future dated cheque until on or after the date of the cheque.
- 6.2 Barclays will not pay a cheque that is presented more than 3 months after the date of its issue.
- 6.3 The Customer will indemnify Barclays against any claims, losses, damages or costs which Barclays incurs if the Customer pays in and Barclays collects for the Customer's account, a cheque that is not payable to the Customer.

- 6.4 To stop a cheque, the Customer must provide the information Barclays requires at least one Business Day before the cheque is presented.
- 6.5 When an account is closed, the Customer must return to Barclays any unused cheques relating to that account.
- 6.6 If Barclays credits a cheque to an account before the cheque has cleared, Barclays can reverse the credit.
- 6.7 Barclays 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. Barclays 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.

## 7 Electronic Services

- 7.1 The Customer or a User can only access an Electronic Service by following the relevant security procedure(s). Barclays can change the procedure(s) at any time.
- 7.2 The Customer must comply with any security requirements relating to an Electronic Service that Barclays 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 Barclays 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, Barclays may require the Customer to complete documentation or provide information before Barclays 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 provided by Barclays, before using it. If the Customer fails to do this, Barclays is not responsible for any resulting loss or damage. Barclays may update its Technology and the Customer must ensure its own systems remains 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 Barclays can make available information about payments through electronic or paper statements, or using a transaction advice.
- 8.2 The Customer can also request to receive statements by email. As emails are not a secure form of communication, Barclays 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 Barclays but was sent by someone else.
- 8.3 Where the Customer receives statements by email, the Customer must notify Barclays of any changes to the relevant email address for sending statements to.
- 8.4 The Customer agrees to review and reconcile all statements promptly, and bring any discrepancies, errors or unauthorised transactions to Barclays' attention within 21 days of receiving a statement for that account. The Customer will have no right to challenge or dispute the accuracy of any statement unless the Customer notifies Barclays of the discrepancy, error or unauthorised transaction within 21 days of receiving the statement.
- 8.5 Barclays is not obliged to provide any statements for a dormant account. An account is **dormant** if there have been no payments to or from the account for 2 years.
- 8.6 The Customer must provide Barclays 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.
- 8.7 The Customer must notify Barclays if:
  - 8.7.1 there is a change to any information the Customer has provided to Barclays.
  - 8.7.2 the Customer is a partnership and a partner leaves or a new partner joins.
  - 8.7.3 another person has any rights to funds held in an account.

## 9 Charges

- 9.1 The Customer will pay Barclays' charges for using an account and related services and any applicable /Service Tax as applicable. The charges for the most common services are set out in the India Tariff. A charge may also apply for maintaining a dormant account.
- 9.2 All payments to Barclays 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 Barclays receives the amount due to it before the deduction.
- 9.3 If the Customer breaches the India Customer Agreement, the Customer will pay any costs Barclays incurs as a result of the breach and in tracing the Customer, communicating with the Customer in relation to the breach and enforcing the India Customer Agreement.
- 9.4 Barclays may deduct charges from an account, even if this causes an Unarranged Overdraft.
- 9.5 If the Customer gives Barclays 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 Barclays may vary existing charges and introduce new charges by giving 30 days' notice to the Customer.

## 10 Set Off

- 10.1 Barclays 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.
- 10.2 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.
- 10.3 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" or "trust" account.

## 11 Changes to the India Customer Agreement

- 11.1 Barclays may change the India Customer Agreement immediately where the change is necessary to comply with a law or regulation. Otherwise, Barclays will give 30 days' notice of any change to the India Customer Agreement. Barclays can use statements to give notice of a change. Where Barclays gives notice of a change to the India Customer Agreement, the Customer can obtain the latest copy of the India Customer Agreement at [www.barclays.in](http://www.barclays.in)
- 11.2 If the branch at which an account is held closes or merges with another branch, Barclays may issue the Customer with new account details. If Barclays changes the account details, any Instructions given by the Customer will continue to apply.
- 11.3 Barclays can make available details of changes to the features of accounts or services through [www.barclays.in](http://www.barclays.in)

## 12 Liability

- 12.1 Barclays is not liable to the Customer for any payment from, or access to, an account if the Customer or a User:
- 12.1.1 has not provided correct details of a payee's account number and sort code (either directly or using an identifier), even if the correct account name has been provided.
- 12.1.2 has acted fraudulently.
- 12.1.3 in breach of the India Customer Agreement or, alternatively, negligently, fails to keep a payment device secure, or a password or security procedure secret.
- 12.1.4 fails to keep a cheque secure, advise Barclays of losing a cheque or complete a cheque so that it is not easy to alter.
- 12.2 Where Barclays is liable to the Customer for an unauthorised or incorrectly executed payment to or from an account, Barclays will refund the Customer. However, Barclays will not be liable to make any refund, unless the Customer notifies Barclays of its claim within the earlier of (i) 6 months of the payment date, or (ii) 21 days of receiving a statement showing the relevant payment.
- 12.3 Barclays' records of an Instruction, its authorisation and execution will, in the absence of an obvious error, be conclusive.
- 12.4 Barclays' liability for an unauthorised or incorrectly executed payment is limited to the amount of the payment, and any charges or interest the Customer has paid or any interest the Customer would have earned.
- 12.5 If the Customer wishes to make a claim under the India Customer Agreement for a reason other than an unauthorised or incorrectly executed payment, the Customer must notify Barclays within 6 months of the event.
- 12.6 Barclays is not liable for:
- 12.6.1 any loss because a payment is delayed by checks that the payment does not breach a law, regulation or sanction.
- 12.6.2 any loss arising from insecure electronic communications being intercepted, corrupted or not being received.
- 12.6.3 any indirect loss, or loss of business, goodwill, opportunity or profit.
- 12.6.4 any loss arising from a cause beyond its reasonable control.

## 13 Death of an Account Holder

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

## 14 Notices and Communications

- 14.1 Barclays may send notices to the Customer, as set out in the Core Terms. A notice from Barclays will be effective:
- 14.1.1 at the time of personal delivery.
- 14.1.2 at the time of sending, if sent by an Electronic Service.
- 14.1.3 at the time of sending, if sent by fax or email before 6.00 pm on a Business Day (otherwise on the next Business Day).
- 14.1.4 on the 2nd Business Day after posting.
- 14.2 The Customer may only contact Barclays by fax if Barclays agrees to this. Faxes from the Customer are only effective when Barclays acknowledges receipt.

## 15 Governing Law and Jurisdiction

The India Customer Agreement, and any non contractual obligations arising from it, are governed by Indian law. The courts of Mumbai have exclusive jurisdiction. Barclays 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

Barclays is not obliged to open or renew a Term Deposit.

### 2 Opening a Term Deposit

The payment to open a Term Deposit must be in cleared Indian rupees and must be more than the Minimum Amount. The Minimum Amount is currently 10,000 Indian rupees. Barclays may vary the **Minimum Amount** from time to time.

### 3 Interest

- 3.1 Barclays will pay interest (after the deduction of tax 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, interest is paid on the Maturity Date, or at regular intervals as well as the Maturity Date.

### 4 Withdrawals

Barclays is not obliged to permit a withdrawal until after the Maturity Date. If Barclays 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 Barclays to automatically renew a Term Deposit of less than 10 million Indian Rupees (One Crore) on the Maturity Date for another term of the same length. With a renewed Term Deposit, Barclays 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 current account from which the Term Deposit was made.

### 6 Insolvency

If the Customer enters into any sort of insolvency or winding up procedure whilst having outstanding obligations with Barclays, Barclays will have an exclusive lien over the Term Deposit. This means that Barclays can retain the deposit until it has set off the Customer's obligations against the deposit.

## Debit Card Additional 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 Card Transactions on the account to which the Card is **linked** and obtain account information at cash machines (**ATMs**). **Card Transactions** may be either **Cash Withdrawals** from ATMs (subject to any limits explained in the India Processing Guide), or **Purchases** of goods or services, whether in person, online or by post or phone.
- 1.2 Barclays 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 Barclays.
- 1.4 The Customer authorises Barclays to issue on application **Debit Cards** and a personal identification number (**PIN**) to Cardholders. **Cardholders** are the Users authorised to receive a Card on behalf of the Customer, as detailed in an application or notified to Barclays 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 Barclays' 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 Barclays. The Customer remains liable for all Card Transactions and charges incurred up to the receipt of that notice by Barclays.
- 1.7 Barclays 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 if the India Customer Agreement is terminated.

### 2 Authorisation of Card Transactions

- 2.1 The Customer requests Barclays 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 ID to validate a signature).
    - providing the Card details and/or providing any other details requested.
    - waving or swiping the card over a card reader.
  - 2.2.2 uses a Card and their PIN for a Cash Withdrawal at an ATM.
  - 2.2.3 orally or in writing provides the Card details to Barclays or its representative and requesting a Cash Withdrawal or transfer from the Account.

- 2.3 Some suppliers and ATMs may charge for accepting a Card and the charges will be applied to the linked account.
- 2.4 Barclays will keep records of all Card Transactions for 10 years after the payment dates, 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 Barclays not to, with sufficient notice, Barclays may issue a replacement for any cancelled Card and will issue replacement Cards 1 month before the expiry of any existing Cards.

### **3 Use of Cards**

- 3.1 Each Card is the property of Barclays.
- 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 Barclays regarding the Card.
- 3.3 Card Transactions in a currency other than Indian Rupees will be converted to Indian Rupees at Barclays' relevant exchange rate. Additional charges may also apply. Details are set out in the India Tariff.
- 3.5 Barclays 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 restrictions 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 Barclays 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 until the Customer notifies Barclays of the loss or theft.
- 4.2 Barclays has insurance intended to protect Customers in the event a Card is lost or stolen. This means that Barclays may refund out of its insurance monies, unauthorised Card transactions up to a maximum amount of 50,000 Indian Rupees when a Card is lost or stolen, so long 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 Agreement.
  - 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 Customer notifies Barclays immediately upon becoming aware that unauthorised Card transactions may have occurred.
- 4.2.5 Barclays has been reimbursed for any refund through its insurance policy.

### **5 Charges**

- 5.1 The Customer will pay Barclays' charges for the use of a Card and Card services and any applicable /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, even if this causes an Unarranged Overdraft.



# Regulatory Information Guide

## India

This Guide sets out important regulatory information about Barclays Bank Mozambique S.A. in Mozambique. 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 carries on business of banking in India through its branch office 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](http://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](mailto:grievanceredressal@barclays.com) (our Nodal officer is Barclays' main officer in charge of complaints and grievances).
- 2.3 If you are not satisfied with the resolution offered by our internal disputes resolution as stated above, you may approach the Banking Ombudsman in accordance with the Banking Ombudsman Scheme 2006.

### 3 Phone calls and emails to us

Barclays 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), 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.
- 4.2 Where you agree 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 organisations which may use and give out information for credit assessments and to prevent fraud.
  - 4.3.2 people 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 under this agreement.
  - 4.3.4 we may also give out information about you if we have a duty to do so or if the law 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 Customer Agreement is subject to the requirements of the Reserve Bank of India. We may need to change the India Customer Agreement according to regulatory changes or directions of the Reserve Bank of India.

The Reserve Bank of India has published a circular asking us to remind customers 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 information in this Guide is correct at the time it is provided to you, but may be subject to change from time to time. You can ask your Relationship Team for the latest copy of this Guide at any time.

## 1 Incoming Transactions

Incoming Transactions (Customer Account Credited)		
Service Type	Cut-off times (IST)	Application of Value Date
Cash & Cheque transactions		
Cash Deposited at Branch	<p>Weekdays and Working Saturdays - Mumbai, New Delhi – 10:00 hrs. to 18:00 hrs. and Nelamangla– 10:00 hrs. to 15:00 hrs.</p> <p>Closed on all Sundays, 2<sup>nd</sup> and 4<sup>th</sup> Saturdays and Public Holidays</p>	Account credited same day. Funds available immediately
Cheque Deposits – Local Currency	<p>Weekdays and Working Saturdays - Mumbai, New Delhi – 10:00 hrs. to 15:00 hrs. and Nelamangla – 10:00 hrs. to 15:00 hrs. Closed on all Sundays, 2<sup>nd</sup> and 4<sup>th</sup> Saturdays and Public Holidays</p>	<p>Barclays have presence in all three CTS clearing grids. Cheques deposited in any Barclays branch is presented in respective CTS clearing on same day (D) and is cleared and credited on (D+1) to customer's account.</p> <p>Cheques picked up in locations where Barclays is not available are presented in clearing via partner bank. These Cheques are deposited with agency bank on (D). Status of cheques and funds are received through agency bank and credited to customer's account on (D+2/3).</p> <p>In the rare scenario where Cheque cannot be presented in the CTS clearing grids by either Barclays or our agency banks, then these cheques are sent for collection. Status and funds are received between (D+7 to D+14) and credit is posted to customer's account on realization of funds.</p>
Cheque Deposits – Foreign Currency	Branch hours	<p>Cheques drawn on overseas banks are sent for clearing depending on the currency in which it is drawn subject to local clearing times, typically D+15.</p> <p>Funds are credited to the customer after the cooling period of (D+25) post receipt of funds by Barclays India</p>
Domestic Payments		
Electronic Payments (Incoming)	<p>NEFT Incoming is available 24*7 RTGS Incoming is available 24*7 IMPS incoming is available 24*7</p>	<p>RTGS: account credited and funds available on real-time basis.</p> <p>NEFT: account credited and funds available every half an hour (30 mins)</p> <p>IMPS :account credited and funds available on real time basis</p>

Incoming Transactions (Customer Account Credited)		
Service Type	Cut-off times (IST)	Application of Value Date
Domestic Payments (Continued)		
NACH Credit Received by Barclays	Monday to Saturday , credits are applied as per the transaction received in batches by 7 pm	See Cut-off times
NACH Credit Lodged by Barclays	Lodgment file should be received a day prior to lodgment 6 pm Credit is applied by the receiving bank on Date of lodgment	Generally, credit will be applied by the receiving bank on D, (date of settlement) but this will be as per the policy of the receiving Bank
International Payments		
International Inward Receipt - Nostro	16:00	For clean, complete payment instructions and treasury rate confirmation, account credited and funds available same day (D)/value date, whichever is later
International Inward Receipt - Vostro	16:00	For clean, complete payment instructions, account credited and funds available same day (D)/value date, whichever is later

## 2 Outgoing Transactions

Outgoing Transactions (Customer Account Debited)		
Service Type	Cut-off times (IST)	Application of Value Date
Cash & Cheque transactions		
Cash Withdrawal from Branches	Branch hours	Account debited on day of withdrawal
Banker Cheques/Demand Draft Issuance	Branch hours	Funds for Banker's cheques/drafts are debited on the day of issuance
Customer Cheque Printing	N/A	Account is debited on the date of presentation of the cheque for liquidation
Domestic Payments		
Electronic Payments (outgoing)	Outgoing RTGS/NEFT/IMPS – 8 pm	Transaction will be processed within half hour for RTGS and one hour for NEFT
Electronic Payment through Internet Front End	Outgoing RTGS/NEFT/IMPS – 10 pm	Account debited and credit delivered to counterparty bank same day
Incoming Transactions (Customer Account Credited)		
Service Type	Cut-off times (IST)	Application of Value Date
Domestic Payments (Continued)		
NACH Debit Received by Barclays	Monday to Saturday , Customer is debited as per the transaction received in batches latest by 7 pm	See Cut-off times
NACH Debit Lodged by Barclays	Lodgment file should be received a day prior to lodgement by 6 pm Debit is applied by the receiving bank on date of lodgement	See Cut-off times
Standing Order	Instructions to be received by 15:30 for same day processing	Debited/Credited on D (Use of Internal Transfer/NEFT or RTGS )
Stop Payment Instruction	Branch hours	Available immediately as long as the transaction has not been completed
International Payments		
International Payments Via SWIFT	15:00	Account debited and SWIFT transmitted on D

### 3 Making payments and issuing drafts

If Barclays does not make a payment, the Customer will need to resubmit the Instruction (if relevant, correcting any errors in the Instruction) if the Customer still wants the payment to be made.

Barclays will only issue bankers' cheques, demand drafts or make payments on the basis of debiting an account or on receipt of a cheque. Barclays will not issue such items or make payments against cash, unless the cash is credited to an account.

Barclays may specify minimum amounts for bankers' cheques and demand drafts.

### 4 Electronic Services

4.1 The Customer can only use an Electronic Service once it has completed the relevant security procedure(s).

4.2 Account information and details of payments provided through Electronic Services may not always be up to date as they may not include transactions that have not finished processing or have only recently been processed, and could include uncleared items.

4.3 Electronic Services can give rise to additional risks that the Customer accepts through the India Customer Agreement. For example:

- it is not always possible to cancel Instructions given through an Electronic Service as Barclays may have acted on the relevant Instruction as soon as it was received. This means that payment details must be correct before submitting an Instruction; it may not be possible to cancel it later.
- Barclays is not liable for any payments that have been initiated using an Electronic Service where the relevant security procedure has been followed. As such:
  - the Customer must be careful in choosing its Users. If a User makes an unauthorised payment from an account, the Customer will bear this loss.
  - the Customer and any Users must keep passwords, payment devices and security procedures secure and secret. Fraudsters may try to obtain these details/devices through various different ways, including through viruses, by pretending to be Barclays through fake websites, phone calls or 'phishing' or 'spoofing' emails. If the Customer or a User fails to comply with its security responsibilities under the India Customer Agreement and an unauthorised payment is made, the Customer (and not Barclays) will be responsible for the loss arising.

5. If the Customer closes all its accounts with Barclays, Barclays may terminate the Customer's Electronic Services.

### 6. Glossary

A **Business Day** is a day in India on which banks are generally open for business, excluding weekends and local public holidays.

A **Cut-Off Time** is a time by which Barclays must receive a payment instruction or a payment into an account if it is to be processed that day.

**D** means the day on which Barclays receives a funds transfer or a payment instruction, or if this is after a Cut-off time or on a non-Business Day, the next Business Day. D-x means x Business Days before D. D+x means x Business Days after D.

**ECS** is an electronic mode of payment/receipt for transactions that are repetitive and periodic in nature. Essentially, ECS facilitates bulk transfer of monies from one bank account to many bank accounts or vice versa.

**IST** is Indian Standard Time, which is 5.5 hours ahead of UTC/GMT.

**RTGS** (Real Time Gross Settlement) is a regulator driven electronic fund transfer system for amounts greater than or equal to INR two lakhs. These transactions are settled on a real time basis.

**NEFT** (National Electronic Fund Transfer) is a regulator driven electronic fund transfer system for all amounts. This operates on a Deferred Net Settlement (DNS) basis which settles transactions in batches.