



Terms & Conditions

Fine print but important

Terms and Conditions
for Domestic & Non Resident
Accounts and Alternate Channels.



1. Introduction

These terms and conditions

Apply to you if you intend to have an account with Barclays in India; explains our obligations to you and your obligations to us; and applies to our products and services offered to you in India. These Terms & Conditions as updated from time to time govern the operations of your banking relationship with Barclays in India.

The updated terms & conditions are available at www.barclays.in. You are expected to understand and agree with the same if you have or intend to have any banking relationship with Barclays in India.

Scope

You understand, agree and/ or undertake that:

1.1 This document

Explains our obligations to you and your obligations to us; applies to all the accounts you have with us in India and the services we provide in connection with your accounts; and includes the terms applicable to alternate channels if these services are available and you have registered for these services.

The procedures you must follow for our alternate channel services are contained in the user guidance we give you in any form including electronic help texts. You must follow these procedures when using the services.

Conditions

1.2 Your agreement with us is contained in:

- These general conditions;
- The additional conditions;
- The application form signed by you, the customer; and
- The signature card signed by you, the customer.

1.3 The additional conditions include our charges and the interest rates, notice periods, minimum or maximum balances, user guidance and other terms which are specific to a particular account or service. We will tell you what these additional conditions are when you open an account and/or from time to time (including when you apply for a new service). They are set out in material we publish which you can ask for at any time. We may also publish them on our Barclays India website.

1.4 If the additional conditions are inconsistent with these general conditions, the additional conditions will apply.

1.5 In this document “you” and “your” mean any customer operating an account with us and includes (where appropriate) all partners of a partnership holding any account, trustees of a trust holding any account, joint account holders, authorised signatories of a company and any person you authorise to give instructions on your accounts. “We”, “us” and “our” mean the branch of Barclays Bank PLC in India from time to time and “Barclays Group” means us, our parent company and any companies we or our parent company totally or partly own at any time. Facilities offered as “free” are at the sole discretion of the Bank and the Bank may, without prior notice of the same change/ modify such offerings.

1.6 We may change and/ or alter these conditions and if we choose to do so we shall make available such updated Terms & Conditions on www.barclays.in and you shall keep yourself updated with the then applicable conditions before you intend to use/ operate such banking relationship.

1.7 The clause headings in this documents are only for convenience and not for interpretation.

2. Contacting each other

2.1 We may contact you by post, telephone (including text message), facsimile, internet, and any form of electronic message made by any type of electronic device using the latest address, telephone number or electronic mail address you have given us. It is your responsibility to ensure that we have your current contact details. By law we are required to continue sending information to you at the last known address we have for

you. If you do not inform us promptly of a change in your details, the security of your information and your ability to comply with

your obligations could be put at risk. We may also publish notices of a general nature on our website or on the notice board or in any other mode as may be decided by us. Such communication and notices will have the same effect as notices served on you.

2.2 We will normally contact only the joint account holder named first in our records subject to any legal requirements or unless you request otherwise. The first named account holder is responsible for passing information we send to the other account holders.

2.3 You can contact us by post using the appropriate address, or by other relevant contact details that we give you. If you are registered for Internet and/or telephone banking, you can contact us by computer or telephone as the case may be following procedures set out in the relevant user guidance material. If you send us an email, you cannot assume that we have received it until we return the message acknowledging receipt.

2.4 We may record or monitor telephone calls and monitor electronic communications (including emails) between you and us so that we can check instructions and make sure that we are meeting our service standards.

3. Giving us instructions

3.1 You can give us instructions in writing unless an additional condition limits the way in which instructions can be given. You may give us instructions by computer or telephone if you are registered for Internet or Telephone Banking as the case may be. We cannot change or stop an instruction you give by computer or telephone (except in limited circumstances set out in the user guide) because we start processing instructions when we receive them. Instructions given by telephone may only be cancelled if they have not been acted upon. If we are able to cancel an instruction, we may make a change.

3.2 Before we can accept instructions given to us by computer we will agree security procedures with you. By "security procedures" we mean the use of a password, security key(s), card personal identifier(s), codes, Personal Identification Numbers (PINs) or encryption device(s) which may be changed in the future. We may agree security procedures with you before accepting instructions given to us by telephone.

3.3 You must make sure that the security procedures are kept secret and any security related device is kept physically secure. This includes making sure that the security details are not kept in any form (including by browser or other software) in such a way that anyone can go through the security procedures using stored details.

3.4 You must tell us as soon as possible if some unauthorised person may know any security procedures or may have or has had access to any security-related device used to access any service. Until you tell us this, you will be responsible for all instructions that we receive and act on, even if the instructions were not given by you. Unless you prove to us that you have not been fraudulent, negligent or have not broken any condition, we will credit your account with any payments we make after you tell us about any breach, real or suspected, in security procedures but this will be the limit of our liability to you for acting on an instruction.

3.5 You will provide all the information you have about the misuse of

security procedures and security-related devices in response to any reasonable request we make, and we may pass it to the statutory or government authorities if we think that will be useful to do so.

3.6 We can act on instructions (including instructions to make or collect payments from or into your account) given:

On an original document bearing your original signature(s); or on receipt of a facsimile bearing facsimile image of your signature(s); or by telephone or internet as long as we have followed the security procedures, whether or not the instruction was given by you provided you are registered for the applicable services; or Verbally, as long as we have been able to identify you. As long as we have followed the instructions correctly, we can deduct the amount of any payment from your account. You agree that we may rely on any account number quoted in an instruction as the correct account to be debited or credited.

3.7 If you give us an instruction verbally, by telephone, by facsimile or computer, we can (but are not obliged to) ask for confirmation of your identity including any requirements under condition 3.6 before we act on it.

3.8 We can (but are not obliged to) refuse to act on any instruction if: We have a good reason for thinking that you did not give us the instruction; or The instruction is not clear; or We believe that by carrying out the instruction we might break a law, regulation, code or other duty - which applies to us; or We reasonably believe that carrying out the instruction may damage our reputation.

3.9 We may apply limits to transactions of certain types or amounts from time to time. We will tell you (under condition 2.1) what these limits are, and any changes we make to them, we will do this before the changes come into effect. You may within a period of 15 days from the issue of the notice discontinue the services availed by you, failing which you shall be deemed to have accepted the change from the effective date mentioned in the notice or from the date as may be specified by the applicable law.

3.10 If the service is available to you, we will issue travellers cheques, bankers' cheques, demand drafts, and telegraphic transfers only by way of debit to your account or against cheque and not against cash. If you use these services, you will be notified in the branch, of minimum amounts/values that may apply in your particular branch.

4. Credit to and payments out of your account.

4.1 If we receive instructions and credits for an account before the relevant cut-off time on any working day we will process them on that day or on the date specified in your instructions. Instructions and credits received after the cut-off time or on a non-working day will be processed on the next working day. The cut-off time is the latest time each day that we can make payments or transfers into or out of an account. If you are registered for Telephone and Internet Banking we will tell you the cut-off times applicable to the same. Branch cut-off times may vary and are displayed in each branch. Cut-off times for some instructions may depend upon the cut-off times of external organisations (e.g. Clearing houses in different countries). You may check for such cut-off times with the local branch.

4.2. Your statement balance will show credits when your branch receives them even if they include cheques or other items which are not "cleared". To calculate any interest we generally treat cheques as cleared when we receive value for them from the relevant bank through the banking system.

4.3 If any cheque you have paid in is returned to us unpaid or any electronic or other payment you have received is recalled we will debit your account, whether or not it goes overdrawn and even if your statement records the item or we allowed you to make a payment or to take cash against the item.

4.4 If you pay a cheque into your account which does not belong to you and we receive a claim relating to that cheque we may debit your account with the amount of the cheque and any costs incurred by us as a result of such claim.

4.5 You can stop a cheque before it has been presented to us for payment provided you give us clear and accurate instructions in writing and duly signed, or as otherwise agreed. We may process the request on best effort basis. We may make a charge for stopping a cheque. You hereby agree to indemnify us for any costs and expenses we incur in connection with a stopped cheque.

4.6 We may refuse to make any payment if you do not have enough money in the account at the time when debit instructions/ instruments hit your account. In deciding whether you have enough money we take account of any overdraft limit, any cheques we are treating as cleared, any instructions we have received to make payments and regular payments which have not yet been paid from your account and exclude any amount which have been marked as frozen on account of any authorities order. We will tell you if you can make payments from your account against cheques which are not cleared. We do not have to take account of regular credits or any amounts received after we have decided not to make the payment.

4.7 You must tell us if you are not the beneficial owner of an account or if any third party has any rights to any funds paid into an account. You represent and agree that all monies deposited into your account(s) shall be monies legally due to you and that receipt of such monies or crediting thereof to your account(s) shall not violate the provisions of any law in force in India or any other applicable country.

4.8 An account will be considered dormant if no transactions are effected thereon for 12 months or such period as may be specified by us from time to time. Statements in relation to dormant accounts will be issued on a specified basis as determined by us from time to time. We may impose a service charge (in accordance with the additional conditions) on such dormant accounts at our sole and absolute discretion.

4.9 All deposits placed with us shall be non-negotiable, non-transferable and non-assignable by depositors, unless otherwise consented to by us. You will not create or permit to subsist any encumbrance or third party interest over or against any of your accounts or over any of the monies held in such accounts unless otherwise permitted by us.

4.10 If you make a payment from an account without giving the notice required for that account, we may make a charge or reduce the interest payable on the account.

4.11 Unless we agree otherwise, when you give us an instruction to make a payment we will decide how the payment will be sent.

4.12 To make an international payment, if this service is available to you, we may have to send payments through another paying bank, and if this is the case, we will use a paying bank that is chosen by us.

4.13 In making an international payment we are acting for you. You will

have to comply with any relevant local laws and you agree to indemnify us and hold us harmless against all obligations and responsibilities we

incur as a result of acting for you.

4.14 When you give us instructions to make a payment from a specified account to a beneficiary in another country, you agree and acknowledge that (i) all such instructions shall be given by you only in accordance with the Foreign Exchange Management Act, 1999 and the rules and regulations made under the Act from time to time (the "exchange control laws") and in accordance with the directions given by the Reserve Bank of India from time to time, and (ii) we shall have the sole discretion in respect of determining whether or not such instructions are in accordance with the applicable exchange control laws and directions of Reserve Bank of India .

5. Interest & Charges

5.1 If interest is payable on your account, we will pay it in accordance with the Reserve Bank of India regulations. In the event that those regulations do not stipulate a rate of interest for a specific account, the rate of interest shall be as determined by us from time to time. Where applicable, we will pay interest in arrears by crediting your account. If applicable, we will charge interest and fees by crediting or debiting your account.

5.2 We shall be entitled to charge you fees whenever you use any of the services we make available to your account(s) from time to time. You will be given details of our fees for using these services (including our overdraft services, as explained in condition 7) either when you Open your account and/or from time to time. We may vary the interest rates and fees for our services from time to time in accordance with condition 13.

5.3 We will normally deduct tax on interest before we pay it to you. If we can pay interest without deducting tax under current legislation, we will do so provided we have received a request from you and any necessary documentation has been completed and provided.

5.4 There may be other taxes or costs that are not paid through us or imposed by us that you have to pay in connection with your account.

6. Statements

6.1 We will provide statements showing all amounts added to or taken from your account since the previous statement. You must check your statement carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions. Any such statement shall for all purposes be considered correct and we shall not be liable for any item or payment charged to the account or for any error in the statement of account as rendered unless you notify us in writing of the claim within twenty-one (21) days from the date of such statement of account.

6.2 We will correct any entries we make by mistake to your account as soon as possible after you tell us about them. If we notice a mistake concerning entries on your account, we will endeavour to rectify the error and we will tell you what we have done.

6.3 If electronic statements are available, for any of our services, you can ask us to send you electronic statements in place of paper-based statements.

6.4 We may put messages on your statements to tell you about changes to the conditions.

7. Minimum balance and borrowing from us

7.1 You must keep your account(s) with us in credit and maintain any required minimum account balance unless we agree otherwise. Overdrafts are not available on certain accounts.

7.2 If we agree to lend you money we will tell you the terms of the facility, the limit and the interest rate and charges which you must pay and we will confirm these details and any other conditions.

7.3 We may make any searches and enquiries which we think are appropriate including:

When you apply for banking services;

If we wish to consider increasing the amount of money we may lend to you; and if we wish to consider offering you other products now or in the future.

7.4 If you overdraw without agreeing an overdraft with us, or exceed an agreed overdraft limit, we may ask you to make an immediate payment into your account even if we have acted on an instruction at our sole discretion, which takes your borrowing over the agreed limit. We will charge our applicable interest rate and fees on the amount of the overdraft or excess until either it has been repaid or we have agreed an overdraft or an increased limit with you. Unless we have specifically agreed otherwise with you, we may demand the repayment of, or reduction in, your overdraft at any time without notice. Until you repay us in full we will charge interest and fees at the rates set out in the additional conditions both before and after any court/tribunal order in our favour for repayment.

7.5 You authorise us to debit any account held by you with us in any currency to reduce or repay any amounts you may owe us on any account, either in your own name or jointly with anyone else. We will tell you if we do this.

8. Responsibility for money owed to us

8.1 Individual account holders are personally responsible for any money owed to us.

8.2 Where an account is held by more than one individual, all account holders, joint account holders, partners of a partnership account holder, and trustees of a trust/institution account holder are jointly as well as severally liable for money owed to us. We have the right to demand repayment from all or any such account holders, joint account holders, partners and trustees for all or part of such money.

8.3 Where an account is held by a partnership firm, trust, institution, company the concerned person agrees to inform us and keep us informed of any change in the constitution, registered address or any other material change of such partnership firm, trust, institution, company. If any changes are made, we may require further documentation from you.

9. Our liability to you and your liability to us.

9.1 Subject to the other provisions of this condition 9, we will be liable to you for any direct loss, injury or damage resulting from any deliberate failure, delay or error in carrying out your instructions (however caused) but our liability will be the lower of the amount of such loss, injury or damage; and the amount of any interest you do not receive as a result of

such failure, delay or error.

9.2 We will not be liable to you if;

We do not act on your instructions for any reason under condition 3.7, 3.8, 3.9 or 4.6;

The instructions you give us are not correct; or

We cannot carry out our responsibilities under these conditions as a result of anything that we cannot reasonably control. This includes, amongst other things, any machine or electronic device failing to work, failure of payment systems network, any force majeure situation and industrial disputes.

9.3 We will not be liable to you in any circumstances for:

Loss of business, loss of goodwill, loss of opportunity, loss of profit; Any type of special, consequential or indirect loss whatsoever; or Loss caused as a result of any use by you of any account aggregation or similar service provided by someone else.

9.4 If you wish to make a claim on us you must notify us and give us such details of the loss as we may request as soon as you have identified it and in any case within six months after you become aware or should reasonably have become aware of the event or omission on which your claim is based.

9.5 You will reimburse us for any costs incurred, loss, damage or liability we or our agents suffer as a result of any breach by you of the conditions or in us acting upon your instructions, including any such costs, damage or liability resulting from the impact of any local laws or regulations on payments made in accordance with your instructions.

9.6 You will carefully control all instructions to us and make sure they are in accordance with the authority you have given us. We will not be liable to you if it can be shown that you have not exercised reasonable control over the operation of, and access to, your account and our services.

10. Using information about you

10.1 We may put the information obtained by us or given by you in your dealings with us on the Barclays Group information systems. This will be used by us and other companies in the Barclays Group to provide our services, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis) and so that we can develop and improve our services to you and other customers and protect our interests.

10.2 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. You may tell us if you wish to stop receiving any communication from us or other members of the group by listing yourself in our "Do Not Call" customer base.

10.3 We may give information about you and how you manage your account to:

Credit reference agencies, the Credit Information Bureau (India) Limited, the Reserve Bank of India or other organisations which may use and give out information for credit and assessment and to prevent fraud, people who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential, anyone we transfer, or may transfer, our rights and duties to under this agreement. 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.

10.4 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.

11. Special conditions relating to cheques drawn abroad and foreign currency cheques (only if applicable)

11.1 The conditions set out in this condition 11 apply to you if services relating to cheques drawn abroad and foreign currency cheques are available to you.

11.2 All foreign currency transactions will be dealt with in accordance with the prevailing foreign exchange regulations.

11.3 When we convert foreign currency into Indian rupees or any other foreign currency, we will do so at the exchange rate on the first available working day subject to our standard charges, which we will deduct from your account. The timing of debits and credits to your account depend on the currencies involved.

11.4 We may accept foreign cheques and other items on terms available on request. Cheques payable abroad which may be received for payment into your account will be negotiated at our discretion or collected at your expense. If any cheques are returned unpaid for any reason we will debit your account even if the return takes place after we have advised you of payment of the cheque.

12. Changing the terms of this agreement

12.1 We may change the terms of this agreement (including our charges) and we may introduce changes to our service(s) at any time. You are requested to keep yourself updated with the then applicable conditions before you intend to use your account /our services and the same will be updated in advance on our website.

12.2 We may tell you about any changes by sending you written notice (including putting a message on a statement or sending you an electronic message).

12.3 Apart from changes to our interest rates which we can apply immediately for changes about the charges, we will normally give one month's notice of any changes. However, we may introduce changes as soon as we give you notice, if we consider they are necessary to take account of any legal or regulatory requirement. As per the BCSBI Code : If we increase any of these charges or introduce a new charge, it will be notified one month prior to the revised charges being levied / becoming effective. Therefore notice of 30 days needs to be given even in cases of improvement in services by introducing technical or procedural amendments.

13. Withdrawal, suspension, closure and termination

13.1 In exceptional circumstances like improper conduct of account etc. we may, at any time, suspend the operation of any or all the services but we will promptly notify you of any such suspension.

13.2 You can close your account by telling us. We may ask you to confirm this in writing. If you do tell us you must refrain from using our banking services or facilities without our consent. (In the case of joint accounts, partnerships, trusts and companies all account holders/ partners/ trustees

or authorised signatories as the case may be, shall inform us provided all of you have agreed in writing that any one of you can give us such instruction.

13.3 If one account holder on a joint account dies the survivor(s) may withdraw the account balance.

13.4 We can end our banking relationship with you by writing to you 30 days in advance. We can also give you a new account number and/or transfer your account to another branch if we close or combine branches, in which case we will give you notice in accordance with our obligations. Any benefit or services we provide in relation to particular accounts will end as soon as your account is closed.

13.5 We may withdraw the provision of any service without terminating this agreement by giving you one month's prior notice in writing. You will continue to be liable in respect of all liabilities outstanding or arising with respect to such services, after the service is withdrawn which relate to the period before withdrawal.

13.6 We may take action to close your account immediately in exceptional circumstances such as if we reasonably believe that:

- You are not eligible for an account;
- You have given us any false information at any time;
- You or someone else is using the account illegally or for criminal activity;
- It is inappropriate for a person authorised by you to operate your account;
- Your behaviour is such that it is inappropriate for us to maintain your account;
- By maintaining your account we might break a law, regulation, code or other duty which applies to us;
- You have been declared bankrupt or otherwise insolvent by any court or competent jurisdiction;
- By maintaining your account we may damage our reputation; or
- You have been in serious or persistent breach of the conditions which apply to you.

13.7 We may choose not to close your account until you have returned any plastic cards we have given you, any unused cheques and any other such stationery we have provided. You must repay any money you owe us, including the amount of any cheques, card transactions or other payment instructions you have made, which have not been taken out of your account.

13.8 We reserve the right to refuse to take a deposit or to decline to open an account or to provide a service. In addition, all operations of accounts upon which an attachment order or other legal notice prohibiting operations of the accounts has been received will be suspended until such time as the prohibition order is removed.

13.9 If we request you to, you will immediately provide us with the list of all the banks with which you enjoy credit facilities. You further agree and acknowledge that in the event that we receive any objections from such bankers within 15 days of communicating with them, we shall be entitled to close your accounts and terminate all relationships between us at our sole discretion.

13.10 We may close your account(s) after due notice and/or to apply charges if any required minimum balance on your account(s) is not maintained.

14. Dispute resolution

14.1 If you have a dispute or difference with us, you should use our internal dispute resolution procedures first. If the dispute or difference cannot be resolved in that manner, either of us may refer the matter to mediation in accordance with the Arbitration & Conciliation Act, 1996.

14.2 If you have a complaint, 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

15. General provision

15.1 These conditions are personal to you and any person who is not a party to these terms and conditions will have no rights to enforce any of these terms. None of your rights, benefits or obligations relating to the agreement or any service provided under its terms may be assigned by you without our prior written permission.

15.2 Any waiver of a breach of any conditions shall not affect our rights in the future in respect of any further breach of that or any other term or condition.

15.3 This document is subject to rules and regulations of the Reserve Bank of India or any other regulatory authority and any directions issued by the Reserve Bank of India or such other regulatory authority and any modifications that may be made to such rules, regulations and directions from time to time.

15.4 These conditions shall be governed by and construed and take effect in accordance with the laws of India. You agree that for any action or proceeding to be brought by you, the courts and tribunals at Mumbai in India shall have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with this agreement.

15.5 You further agree that for any action or proceeding to be brought by us against you, the courts and tribunals at Mumbai shall have non-exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with this agreement, and you irrevocably waive any objections on the ground of venue or forum non convenienc or any similar grounds. You hereby consent generally in respect of any proceedings arising out of or in connection with this agreement to the giving of any relief or the issue of any process in connection with such proceedings.

15.6 If any part of these conditions is unenforceable, unlawful or void in any jurisdiction then that part shall be separated from the rest of the conditions which shall continue to be valid and enforceable.

15.7 If we choose not to exercise rights against you immediately we can still do so later.

In addition to the general conditions recorded herein above, following Terms and Conditions specific to each product/ service, shall govern usage of such product/ service by you:

Applicable only for salary account

Reversal of salary credits: You hereby irrevocably and unconditionally authorise the bank to, on request of your employer/ company, recover by marking hold funds/ debiting/ reversal of credit, any amount credited by

and/ or on the instructions of the employer/company into your account, with notice to me. You confirm that the bank will not be held responsible and liable for any such hold funds/ debit/ reversal of credit carried out by the bank 20) Closure of salary accounts: I acknowledge that my account has been opened with the bank by virtue of my employment with the employer/company and is designated as the "Salary Account". You understand that pursuant to the arrangement between the understand employer/company and the bank, as the sole discretion of the bank you may be entitled for certain facilities on the salary account only during the currency of your employment with the employer/company and the bank. You shall notify the bank cessation of services with the employer/company. You hereby agree that the bank may as its sole and absolute discretion discontinue any of said facilities completely or partially on the salary account & close the salary account if noticed that no amounts are credited by and/or on the instructions of the employer/company to the salary account regularly or in the event of you ceasing to be in the services of the employer/company for any reason whatsoever after giving me a notice of 30 days. The words "the employer/company" refers to the entity with whom you are employed and on whose request the salary account is opened with the bank.

TERMS AND CONDITIONS FOR TERM DEPOSITS

1. Introduction:

1.1 These terms and conditions

Explains our obligations to you and your obligations to us; It applies to all term deposits accounts;

1.2 Your agreement with us is contained in:

The general conditions for the accounts;

The additional conditions; and

The application form signed by you the customer.

1.3 The additional conditions include these conditions, our charges and the interest rates, notice periods, minimum or maximum balances, user guidance and other terms which are specific for our service.

1.4 If these additional conditions are inconsistent with these general conditions, the additional conditions will apply.

These terms and conditions contain the understanding between us and you for the provision of a term deposit (the "term deposit").

Method of calculation of interest:

If the Deposit is repayable in less than 3 months or where the terminal quarter is incomplete, interest will be paid proportionately for the actual number of days reckoning the year at 365 days.

2. Eligibility and availability:

2.1 Term Deposits are available to customers who are residents of India.

2.2 We reserve the right to refuse to accept, or renew the term deposit.

2.3 You need not be our customer, but if you do not hold an account with us in the same name as the term deposit, you must provide us with certain information set out by us from time to time

3. Application:

3.1 You may hold more than one term deposit.

3.2 Deposits may be made in Indian rupees only.

3.3 We will only accept transfers into the Term Deposit of cleared funds.

3.4 The minimum deposit for the Term Deposit is Rs. 10,000. We reserve the right to vary the minimum balance requirements. There is no maximum limit.

3.5 The Term Deposit is neither transferable nor negotiable and the

deposit cannot be used to obtain finance, directly or indirectly, from any party without our prior written consent.

4. Interest:

4.1 The interest rate on a Term Deposit may be fixed or floating and will be established in accordance with the requirements of the Reserve Bank of India. If the interest rate is fixed, the rate will be fixed when the term deposit is accepted.

4.2 You may obtain details of available interest rates for a Term Deposit from our branch or our website. Interest rates are established from time to time in accordance with the requirements of the Reserve Bank of India.

4.3 Interest is calculated on a daily basis.

4.4 Interest on Term Deposit will be paid as follows:

(i) For Term Deposits where interest is cumulated, interest will be paid at maturity; and

(ii) For Term Deposits where interest is not cumulated, interest will be paid in accordance with the option selected in the Term Deposit application.

4.5 Interest payments which fall due on a non-business day will be paid on the next business day and will be calculated up to and including the day before the payment is made.

4.6 In the event of a partial withdrawal, interest will be payable on a pro rata basis to the amount being withdrawn. You can elect to add the pro-rata interest to the remaining Term Deposit, or receive the pro-rata interest with the partial capital withdrawal.

5. Tax:

5.1 We are entitled to deduct tax due from the customer from/and on the interest amount paid as well as accrued to the customer in the current financial year.

5.2 We reserve the right to vary arrangements described in this condition if there is a change in the relevant tax law.

6. Access and reinvestment:

6.1 Withdrawals, whether partial or of the full amount, from the Term Deposit are permitted but are subject to penalties. Details of the penalties are available in your branch. We must receive five (5) business days prior written notice for withdrawal (Except for Individuals and HUF). Where you hold a significant amount (as determined by us) in a Term Deposit, we may (at our discretion) refuse to allow withdrawals or early repayment by giving you written notice promptly after your request, unless the law otherwise provides.

6.2 The deposit with interest where applicable, will automatically be reinvested at maturity for the same term or next available term at the prevailing floating or fixed rate (as applicable) of interest as allowed by the Reserve Bank of India if no valid instructions to the contrary have been received in writing from you either in the Term Deposit application or by other written instructions in accordance with condition 6.4 below.

6.3 You can authorise automatic reinvestment of the principal sum plus interest accrued at maturity, or the principal sum only. This facility is not applicable for Term Deposit of Rs. 15 Lakhs and above.

6.4 You may vary the instructions relating to reinvestment and withdrawal at maturity set out in the Term Deposit application, but you must send us written notification which must be received by us at least ten (10) business days prior to the maturity date. In the absence of further instructions, we will act in accordance with the instructions set out in the Term Deposit application.

7. Payment of interest and capital:

7.1 Term Deposits will mature on the maturity date, or in the event that this day is a weekend or bank holiday, on the following business day.

7.2 In exceptional circumstances, we may require you to withdraw the Term Deposit. Reasonable notice will be given if we require you to withdraw your funds.

7.3 Payment on the Term Deposit is subject to any requirements of the Reserve Bank of India, any government acts, orders, decrees, regulations, civil commotion, political disputes, war, expropriation, or other cause beyond our control.

7.4 In case of you being a company, being wound-up either voluntary or in pursuance of court orders or being a partnership or a trust, being dissolved or being an individual, being declared insolvent or committing an act of insolvency, we will be entitled to an exclusive lien over the proceeds of any Term Deposit for any amount due and payable by you to us on any account.

8. General:

8.1 We will operate the Term Deposit and receive instructions only from the person(s) authorised to do so under the signature card held by us. In case of a joint account held by individuals, any modification of the instructions agreed to under the customer application can be effected only with the consent of all the joint account holders and we will not entertain any individual modification. In such event, we will continue to honour the instructions in accordance with the mode of operation agreed by all the joint account holders under the customer application.

8.2 You will notify us promptly within 2 weeks in writing if your address changes or if any of the details supplied by you change.

8.3 These conditions are subject to any requirements of the Reserve Bank of India and shall be governed and construed in accordance with the laws of India. Any terms and conditions implied by law will also apply to our relationship.

8.4 We may change these conditions. If we do this, we will notify you but individual communication may not be sent to you. We may change and/ alter these conditions if we choose to do so we shall make available in

advance such updated Terms and Conditions on www.barclays.in. We may change and/ or alter these conditions and if we choose to do so we shall make available such updated Terms & Conditions on www.barclays.in and you shall keep yourself updated with the then applicable conditions before you intend to use/ operate such banking relationship. We may publish notices of general nature, which are applicable to you on our website or on the notice board of our branch or in any other mode as may be decided by us. Such communication and notices would have the same effect as notice served on you.

8.5 Copies of the terms and conditions are also available at our branches

9. Using information about you:

9.1 We may give information about you and how you manage your account to the following:

- (I) People who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential; and
- (II) Anyone we transfer or may transfer our rights and duties to under this agreement.

We may also give out information about you if we are permitted to do so by law.

TERMS AND CONDITIONS FOR SWEEP-IN/ SWEEP-OUT DEPOSIT SCHEME

1. Introduction:

1.1 These terms and conditions:

Explains our obligations to you and your obligations to us;
Applies to all the sweep-in/sweep-out facilities that you may avail of to link your Savings/Current Accounts and the Term Deposit account you have with us in India; and

1.2 Your agreement with us is contained in: The general conditions for the Account; The terms and conditions for Term Deposits; The additional conditions; and The application form signed by you, the customer.

1.3 The additional conditions include these conditions, our charges and the interest rates, notice periods, minimum or maximum balances, user guidance and other terms which are specific for our service.

1.4 If these additional conditions are inconsistent with these general conditions, the additional conditions will apply.

2. Additional conditions for the sweep-in/sweep-out facilities

2.1. Sweep-in/sweep-out is a facility where money over the threshold limit, is automatically transferred (sweep-out) from operative account and invested in bank's term deposit. The term deposit is linked to the operative account. For the purpose of this terms 'operative account' refers to Savings and/or Current account as the case may be. The linked term deposit gets broken automatically (sweep-in) to meet the shortfall arising on account of cheques issued, ATM withdrawals, Mobile Banking transactions, bank charges and other debit instructions of the operative account.

2.2. Notwithstanding, the balances in the linked term deposit account, we may levy applicable charges for non maintenance of minimum balance in the operative account.

2.3. Every time your money in your operative account is swept out, the money so swept out will constitute a new term deposit linked to your operative account and each such linked term deposit will earn you interest at such rates as the bank will prescribe from time to time and prevailing at the time the linked term deposit is created and kept for the tenure.

2.4. In addition to the term deposits automatically linked to your operative account as set out above, we may consider your request to separately link any other term deposit account opened with us, with your operative account.

2.5. No overdraft / loan will be provided against the security of term deposits made under the said scheme of sweep-in/ sweep-out facilities.

2.6. In case you issue cheques on the linked operative account or draw from the ATM or we will pass debits in the normal course for recovering dues from you, under the sweep-in facility, we are authorised to honour these cheques / debits / ATM withdrawals even if there is a shortfall, provided the shortfall is not more than the aggregate deposits that you may have with us under this scheme and prematurely or otherwise encash the deposits in units as applicable to meet the shortfall.

2.7 If you have more than one deposit under the scheme, the last deposit made under the scheme will be used first (lifo) to meet the shortfall and if this is not adequate, the deposit made prior to the last deposit will be used and so on and so forth, until the shortfall is fully met.

2.8 The Term Deposit linked under sweep-in/sweep-out scheme will be under unconditional lien to us and we will have a right of set-off and/ or appropriate the same against the dues payable to us. For this purpose, we may close the deposit prematurely at our discretion, by applying penal rate of interest. Our lien will have priority over any obligation to pay a cheque drawn on the operative account.

TERMS AND CONDITIONS FOR THE ISSUE AND USE OF BARCLAYS BANK ATM/ DEBIT CARDS.

1. Introduction

1.1 These terms and conditions:

Explains our obligations to you and your obligations to us;
Applies to all the issue and use of Barclays Bank ATM/Debit Cards; and

1.2 Your agreement with us is contained in:

The general conditions for your account and all other accounts
The additional conditions; and
The application form signed by you the customer.

1.3 The additional conditions include these conditions, our charges and the interest rates, notice periods, minimum or maximum balances, user guidance and other terms which are specific for our service.

1.4 If these additional conditions are inconsistent with these general conditions, the additional conditions will apply.

1. Definitions: In these terms and conditions, unless there is anything repugnant to the subject or context thereof, the following words / expressions shall have the meaning as stated herein:

"Account" refers to your Savings and /or Current Account designated by us to be eligible account/s for operations through the use of the debit card.

"Account statement" means the periodical statement of account sent by us

to a cardholder/ account holder from time to time, setting out the transactions carried out and balance in the account as on that date, and any other information as we may deem fit to include. "Affiliate" means and includes:

- any company which is our holding or subsidiary company, or
- a person under the control of or under common control with us, or
- any person in more than 26% of the voting securities of which we have a direct or beneficial interest or control For the purpose of this clause, "control" together with grammatical variations when used with respect to any person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "person" means a company, corporation, a partnership, trust or any other entity or organisation or other body whatsoever.

"ATM" means any automated teller machine, whether in India or overseas, whether our's or a specified shared network, at which, amongst other things, you as a cardholder can use your card to access your funds in your account held with us.

"Card" refers to the Barclays Bank ATM/Debit Card, issued by us to you and/or any other person specified by you to us.

"International transactions" refers to the transactions entered into by you on your internationally valid card outside of India, Nepal and Bhutan.

"Merchant establishment" shall mean such physical and/or virtual establishments, wherever located, which honour a VISA/ VISA Electron card and shall include, among others, stores, shops, restaurants, hotels and airlines or any other interchange which the bank may deem fit to issue the debit card in collaboration with cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers).

"Merchant" means any person who owns or manages or operates a merchant establishment.

"PIN" means the Personal Identification Number allocated to you by us or chosen by the you/us from time to time, in relation to the card. "POS terminal" means the point of sale (POS) electronic terminals at merchant establishments whether in India or overseas, capable of processing card transactions and at which, amongst other things, you can use your card to access the funds from the account linked with the card held with us to make purchases.

"Primary account" shall mean in the case of your multiple accounts, the account linked to the card and debited for transactions carried out with the card.

"Shared network" shall mean VISA card networks and any other network to which we may subscribe which honour the card.

"Transactions" shall mean any instruction given by you using a card directly or indirectly to us to effect a transaction.

2. Applicability of terms:

These terms and conditions form the contract between you and ourselves. You shall be deemed to have unconditionally agreed to and accepted these terms and conditions by signing the card application form or acknowledging receipt of the card in writing, or by signing on the reverse of the card or by performing a transaction with the card or by requesting activation of the card.

3. Benefits of card:

You can access cash, make payments at merchant establishments, ascertain information about your account balance through the use of the card at ATMs/ POS devices (whether our or shared network)/ or any such

services as specified by us from time to time. The card is valid for use at ATMs and merchant establishments in India and abroad. However, the card is not valid for payment in foreign exchange at merchant establishments in India, Nepal and Bhutan. The card is valid up to the last day of the month indicated on the card.

4. Personal Identification Number:

To enable you to use the card, a Personal Identification Number (PIN) will be issued to you in the first instance. We exercise due care in issuing PIN or Codes and do not disclose yours PIN or Code to anybody except you.

The PIN shall be mailed and you should ensure that the same is received in a sealed envelope or report about tampering of the same immediately to us, to enable us to take action and help prevention of frauds on your account. This PIN may subsequently, be changed by you, at your own risk, at an ATM or as prescribed by you from time to time. You acknowledge, represent and warrant that the PIN issued to it provides access to the account and that you accept the sole responsibility for use, confidentiality and protection of the PIN, as well as for all orders and information changes entered in to the account using such PIN. You shall not record the PIN or Code in any form that would be intelligible or otherwise accessible to any third party. You grant express authority to us for carrying out transactions and instructions authenticated by the PIN. We have no obligation to verify the authenticity of the transaction instruction sent or purported to have been sent from you other than by means of verification of your PIN. The security of the PIN is very important. If you fail to observe the security requirements, we will not incur liability for any reason whatsoever. We may, at our absolute discretion issue a new PIN on the existing card. Subject to the provisions stated herein and as specified by us from time to time, you will not hold us liable in case of any improper/ fraudulent /unauthorised / duplicate/erroneous use of the card and/or the PIN. We will also not be liable for any consequences connected with the use/ misuse of the card by any third party due to the card falling in the hands of any third party or the PIN coming to the knowledge of any third party. If any third party gains access to the services, including the account, you will be responsible and shall indemnify us against any liability, costs or damages arising out of such misuse / use by third party based upon or relating to such access and use or otherwise.

5. Lost or stolen cards:

If a card is lost or stolen, you must inform us of the same immediately. You may report a card loss over the telephone to any of our branches or by way of written communication or by fax to the branch. We upon adequate verification will hotlist/ cancel the card during working hours on a working day following the receipt of such intimation if you lose your card overseas, you may either follow the above procedure or may report the loss through the VISA Card global emergency assistance help lines (which are mentioned in the usage guide); the charges for the usage of such services shall be borne by you. You are responsible for the security of the card and shall take all steps towards ensuring the safekeeping thereof. You will be liable for all charges incurred on the card until the card is hotlisted/ cancelled. Further, in the event we determine that the aforementioned steps are not complied with, financial liability on the lost or stolen card would rest with you. You shall take cognizance of the fact that once a card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut in half, returned to us and adequate care is taken to prevent its misuse. You can call us on 1800 233 6565 (Toll Free for MTNL & BSNL user) or dial 6000 7888 (for TATA/ or other private service user).

6. Surrender/replacement of card: The card issued to you shall remain our property and shall be surrendered to us, on request. You shall return the card to us for cancellation in the event the services are no longer required by you or if the services are withdrawn by us for any reason whatsoever. We may, at our absolute discretion issue a replacement card along with a new PIN to you, including for any loss/ stolen card or we may issue a renewal card with a new PIN on the same terms and conditions or such other terms and conditions as we may deem fit.

7. Termination:

You may discontinue/terminate the card anytime by a written notice to us accompanied by the return of the card cut into two pieces diagonally. You shall be liable for all charges incurred, up to the receipt of the written notice duly acknowledged by us. We may at any time, with or without notice, as to the circumstances in our absolute discretion require, terminate the card.

8. Usage guidelines:

You shall at all times ensure that the card is kept at a safe place and shall under no circumstances whatsoever allow the card to be used by any other individual. You will sign the card immediately upon receipt. You must change the PIN assigned by us after the first usage at the ATM and choose another PIN as a safety measure for secured usage of the card. You shall be responsible for all facilities granted by us and for all related charges and shall act in good faith in relation to all dealings with the card and us. We reserve the right to change the types of transactions supported without any notice to you. International Debit Cards can be used only for permissible current account transactions under the Foreign Exchange Management Act (FEMA), 1999 (and/or any other applicable laws) and the item-wise limits as mentioned in the schedules to the government of India notification No.g.s.r. 381(e) dated May 3, 2000, as amended from time to time, are equally applicable to payments made through use of these cards.

9. Liability in case of unauthorised transactions:

In the event of any unauthorised transactions conducted on the card at POS transactions, we may help you to minimise your liability to the extent of Rs. 50,000/- provided a notification of such unauthorised transaction is made by you to us within 24 hours of such transaction and you are not held guilty of negligence, fraud or collusion. This shall not be applicable in respect of cash transactions done through ATMs. Once we are satisfied about your claim, we can provide provisional credit to the account, in respect of such unauthorised transactions, provided a complaint letter addressed to us along with the police complaint or FIR is submitted to us. However, we shall withhold providing provisional credit, if in our sole opinion investigations are required to be carried vis-a-vis transactions and/or merchant establishment and /or if your prior account history is unsatisfactory and/or if the nature of transactions justifies the delay in crediting the account. We may increase the amount of your liability for such unauthorised transactions if we at our sole opinion determine, based on available evidence (provided by you or otherwise), that you were grossly negligent or fraudulent in the handling of the account or the card. Further, we shall be responsible for all direct losses incurred by you due to system malfunction directly within Banks control. However we shall not be held liable for any loss caused by any technical breakdown of payment system, if the same was recognizable for you by a message on the display of device or otherwise known. Our responsibility for non execution or defective execution of transaction is limited to principal sum or loss of interest subject to applicable laws.

10. Multiple accounts:

You agree that in case you have multiple accounts with us, we will decide the number of accounts, which will have the card facility on them. In case of cards linked to multiple accounts, transactions at shared networks and merchant establishments will be affected only on the primary account. We will debit the accounts linked to the card for the

value of all purchases of goods or services, cash, fees, charges and payments payable by the use of the card. All transactions will be reflected in the account statement of the account(s), which are linked to the card.

11. Statements and records:

You can get a verbal or written history of your transactions by calling our 24-hour customer care centre. You can also check the transaction records from the account statement available online at our website. You should inform us in writing within 21 days, if any irregularities or discrepancies exist in the transactions/ particulars of the account on any account statement that is made available to you. If we do not receive any information to the contrary within 21 days, that the account statement and the transactions recorded therein shall deemed to be correct. All records maintained by us, in electronic or documentary form of your instructions and such other details (including but not limited to payments made or received) pursuant to these terms and conditions.

12. ATM usage:

The card is operable with the help of the confidential PIN at ATM locations. All transactions conducted with use of the PIN will be at your sole responsibility. The amount of transaction is debited from the account immediately. You agree that you will be allowed to withdraw/ purchase only a certain amount of cash per transaction per day as determined by us irrespective of the credit balance in the account(s). This amount will be announced from time to time. Any attempt to violate this limit may lead to withdrawing of your card facility. When you complete a transaction through an ATM you can opt to receive a printed transaction record. The amount of available funds is shown on this ATM receipt when you use your card. You are advised to retain the record of transactions generated by the ATM with yourself. You agree not to attempt to withdraw using the card unless sufficient funds are available in the account. The onus of ensuring adequate account balances is entirely on you. Cash deposited at ATM will not be available for immediate withdrawals and credits against the same to your account is subject to verifications.

13. Merchant location usage:

The card is acceptable at all merchant establishments in India and abroad which display our logo or the logos VISA Card and/or such other agencies recognised by us and which have a POS terminal. The card is for electronic use only as in the case of the charge slip/ sales slip printed electronically from the POS terminal. You must sign a sales slip whenever the card is used at a merchant establishment and should retain your copy. We at an additional charge may furnish copies of the sales slip. Any sales slip not personally signed by you, but which can be proved as being authorised by you will be your liability. The amount of the transaction is debited from the account linked to the card immediately. The card is operable with the help of your signature or the PIN at POS terminals installed at merchant locations depending on the functionality of the POS terminal. We will not accept responsibility for any dealings, which you may have with the merchant including but not limited to the supply of goods and services. In

the event you have any complaints concerning any merchant establishment, the matter should be resolved by you with the merchant establishment and failure to do so will not relieve you from any obligations to us. However, you should notify us of this complaint immediately. We accept no responsibility for any surcharge levied by any merchant establishment and debited to the account linked with the card with the transaction amount. Any charge

or other payment requisition we receive from a merchant establishment shall be conclusive proof that you have properly incurred the charge by using your card at that merchant establishment for the amount stated in the requisition. This is unless the card has been lost, stolen or fraudulently misused, the burden of proof for which will be on you. In case you wish to cancel a completed transaction due to an error or on account of merchandise return, the earlier sales slip must be cancelled by the merchant and a copy of the cancelled sales slip must be retained by you. In the event of reversal/refund of debits due to such transactions the charge slip / sales slip must be produced by you, if called for. The card is not to be used at hotels during check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service. The amount of the transaction is debited from the primary account linked to the card immediately.

14. Global customer assistance services (VISA) global emergency assistance helplines):

This is a priced service provided by VISA. You can receive assistance from VISA Global Customer Assistance Service (CGAS), 24 hours a day, 7 days a week. CGAS can be used for lost/stolen card reporting, emergency cash assistance or miscellaneous information that you may require overseas.

These services are available to you at the following toll free numbers: Australia: 1-800-450346, Hong Kong: 800-900-782, Canada: 1-866-6391-911, Germany: 0800-1822891, France: 0800-9404349, Japan: 00531-44002, Singapore 800-4481-250, United Kingdom: 0800-169-5189, United States: 1-866-765-9644.

In case you are traveling in any other part of the world, you may avail of these services by placing a collect call to 1410-581-9944

Please note that the services are charged as follows: Miscellaneous customer service inquiries : US \$ 5 per inquiry, Lost/stolen card reporting : US \$ 35 per card and Emergency cash assistance : US \$ 175

15. Exclusion from liability:

In consideration of us providing you with the card facility, you hereby agree to indemnify and keep us indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses of whatsoever nature which we may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing you the said facility of the card or by reason of us acting in good faith and taking or refusing to take or omitting to take action on your instructions, and in particular arising directly or indirectly out of your negligence, mistake or misconduct; breach or non compliance of the rules/terms and conditions relating to the card and the account and/or fraud or dishonesty relating to any transaction by you or your employee or agents. You shall indemnify us and hold us harmless from any and all consequences arising from you not complying with the exchange control regulations of the RBI, breach of Foreign Exchange Management Act (FEMA) and the rules and regulations made there under and/or any other act/ authority. You agree to indemnify us for any machine/ mechanical

error/ failure. Without prejudice to the foregoing, we shall be under no liability whatsoever to you in respect of any loss or damage arising directly or indirectly out of:

- i. Any defect in quality of goods or services supplied
- ii. The refusal of any person to honor to accept a card
- iii. The malfunction of any computer terminal
- iv. Effecting transaction instructions other than by yourself
- v. Handing over of the card by you to anybody other than the designated employees of our Bank at our premises
- vi. The exercise by us of our right to demand and procure the surrender of the card prior to the expiry date exposed on its face, whether such demand and surrender is made and/or procured by us or by any person or computer terminal
- vii. The exercise by us of our right to terminate any card
- viii. Any injury to your credit, character and reputation alleged to have been caused by the re-possession of the card and/or, any request for its return or the refusal of any merchant establishment to honor or accept the card
- ix. Any misstatement, misrepresentation, error or omission in any details disclosed by us except as otherwise required by law, if we receive any process, summons, order, injunction, execution distraint, levy lien, information or notice which we in good faith believe/ calls into question your ability, or the ability of someone purporting to be authorised by you, to transact on the card, we may, at the option and without liability to you or such other person, decline to allow you to obtain any portion of your funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law. We reserve the right to deduct from your account a reasonable service charge and any expenses it incurs, including without limitation reasonable legal fees, due to legal action involving your card
- x. Any statement made by any person requesting the return of the card or any act performed by any person in conjunction; xi In the event a demand or claim for settlement of outstanding dues from you is made, either by us or any person acting on behalf of us, you agree and acknowledge that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon your character, in any manner

16. Addition/ withdrawal of facilities:

We may, at our discretion, make available to you more services on the card, ATMs, POS terminals, or otherwise and/or other devices through shared networks for your convenience and use. All fees and charges related to transactions done by you at these devices, as determined by us from time to time will be recovered by a debit to the account linked with the card. You understand and agree that the shared networks may provide different functionalities and service offerings and different charges for different services. We shall also, in our sole discretion, at any time, without notice to you, be entitled to withdraw, discontinue, cancel, suspend/or terminate the facility to use the card and/or services related to it, at ATMs / POS terminal / other devices within/outside India and shall not be liable to you for any loss or damage suffered by you resulting in any way from such suspension or termination.

17. Disclosures:

You hereby agree that in case you commit a default in payment or repayment of any amount due on the card, we and/or the Reserve Bank of India (RBI) will have an unqualified right to disclose or publish the details of the default including your name and/or its directors/partners/ co-applicants, as applicable, as defaulters in such manner and through such media as we or RBI in their absolute discretion may think fit. You hereby

authorise us to exchange, share or part with all the information relating to your details and repayment history information and all information pertaining to and contained in the terms or as expressed in the application made for the card to its affiliates/ banks / financial institutions/ credit bureaus / agencies / statutory bodies as may be required and undertakes not to hold us/our affiliates/the other group companies of our group and their agents liable for use of the aforesaid information.

18. Fees and charges:

The annual fees, if any, for the card will be debited to the account linked with the card on application/renewal at our prevailing rate. The fee is not refundable. You shall maintain at all times such minimum balance in the account as applicable to the type of your account or as we may stipulate from time to time. We reserve the right at any time to charge you for the issue or reissue of a card and/or any fees/charges for the transactions carried out by you on the card. Any government charges, duty or debits, or tax payable as a result of the use of the card shall be your responsibility and if imposed upon we (either directly or indirectly), shall debit such charges, duty or tax against the account. In addition, operators of shared networks may impose an additional charge for each use of their ATM/ POS terminal/other device, and any such charge along with other applicable fees/charges will be deducted from your account. There will be separate service charges levied for such facilities as may be announced by us from time to time and deducted from your account. In the situation that the account does not have sufficient funds to deduct such fees, among others, we reserve the right to deny any further transactions. In case of accounts classified as overdrawn accounts, you will have to rectify the account balance position immediately. In every such situation where the account gets overdrawn, a flat charge could be levied in addition to the interest to be charged on the debit balance in the account. This charge will be determined by us and will be announced from time to time. In the event of an account being overdrawn due to card transactions, we reserve the right to setoff this amount against any credit lying from any of your other accounts held jointly or singly without giving any notice. Nothing in the terms shall affect our right of Lien & Setoff, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between you and ourselves. You also authorise us to deduct from your account, and indemnify us against any expenses you may incur in collecting money owed to it by you in connection with the card. (including without limitation reasonable legal fees). We may, at our discretion levy penal charges for non- maintenance of the minimum balance. In addition to the minimum balance stipulation we may levy service and other charges for use of the card, which will be notified to you from time to time. In the case of transactions entered into by you through your internationally valid debit card, the equivalent in the currency in which your account is held, along with processing charges, conversion charges, fees if any charged as per VISA card regulations, any other service charges for such transactions shall be debited to your account held with us in India. You authorise us to recover all charges related to the card as determined by us from time to time by debiting your account(s). Details of the applicable fees and charges as stipulated by us will be displayed on the website and / or at the branches.

19. Disputes:

We accept no responsibility for refusal by any merchant establishment to accept and/or honor the card. In case of dispute pertaining to a

transaction with a merchant establishment a charge/sales slip with your signature together with the card number noted thereon shall be conclusive evidence as between us and you as to the extent of liability incurred by you and we shall not be required to ensure that you have duly received the goods purchased/to be purchased or have duly received the service availed/to be availed to your satisfaction. In case you have any dispute in respect of any charge indicated in the account statement, you shall advise details to us within 21 days of the account statement date failing which it will be construed that all charges are acceptable and in order. We may at our sole discretion accept any disputes on charges older than 21 days. We shall make bonafide and reasonable efforts to resolve your disagreement with the applicable charge indicated in the account statement within two months of receipt of the notice of disagreement. If after such effort we determine that the charge indicated is correct then it shall communicate the same to you along with details including a copy of the sales slip or payment requisition. Any dispute in respect of a shared network atm transaction will be resolved as per VISA or the respective shared ATM networks card regulations. We do not accept responsibility for any dealings you may have with shared networks should you have any complaints concerning any shared network ATM, the matter should be resolved by yourself with the shared network, and failure to do so will not relieve you from any obligations to us. However, you should notify us of the complaint immediately.

20. Quality of goods and services:

We shall not in any way be responsible for merchandise, merchandise warranty or services purchased, or availed of by the cardholder from merchant establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by you. It must be distinctly understood that the card is purely a facility for you to make payments against purchase of goods and/or avail of services, we hold out no warranty or make no representation about quality, delivery or otherwise of the merchandise. Any dispute or claim regarding the merchandise must be resolved by you with the merchant establishment. The existence of the claim or dispute shall not relieve you of your obligation to pay all the charges due to us and you agree to pay promptly such charges.

21. Governing law and jurisdiction:

You and we agree that any legal action or proceedings arising out of these Terms and Conditions shall be brought in the courts or tribunals at Mumbai in India and irrevocably submitting themselves to the jurisdiction of that court or tribunal. We may, however, in our absolute discretion commence any legal proceedings arising out of these terms and conditions in any other court, tribunal or other appropriate forum, and you hereby consent to the jurisdiction. These terms shall be governed by and construed in accordance with the laws of India.

22. Notification of changes:

We shall have the absolute discretion to amend or supplement any of the terms, features and benefits offered on the card including, without limitation to, changes which affect interest charges or rates and methods of calculation at any time. You shall be liable for all charges incurred and all other obligations under these revised terms until all amounts under the card are repaid in full. We may communicate the amended terms either by hosting the same on our website or in any other manner as decided by us in advance with prior notice of 7 days before giving effect of such alter terms on your account. In the event you wish to register your objection to such proposed change you may do within such 7 days. You shall update

yourself with these terms and conditions including amendments thereto as may be posted on our website and shall be deemed to have accepted the amended terms by continuing to use the card.

PHONE BANKING - Terms & Conditions

1.1 These terms and conditions Explains our obligations to you and your obligations to us; Applies to all the use of Barclays Bank phone banking facility ("facility");

1.2 Your agreement with us is contained in: The general conditions for Savings/ Current account and all other accounts The additional conditions; and The application form signed by you the customer.

1.3 The additional conditions include these conditions, our charges and other terms which are specific for our service.

1.4 If these additional conditions are inconsistent with these general conditions, the additional conditions will apply.

2. Definitions:

In this document the following words and phrases have the meanings set opposite them unless the context indicates otherwise:

"Account(s)" refers to your Savings Account and/or Current Account and/or any other type of account (each an "account" and collectively "accounts"), so maintained with us which are eligible account(s) for operations through the use of Phone Banking.

"Phone Banking" or "Phone Banking service" refers to our Phone Banking service, pursuant to which we would provide information and except request through telephone, in relation inter alia to your account(s), about our products and services and/ or other entities with whom we have entered into arrangements.

"Terms" refer to terms and conditions for use of Phone Banking as specified in this document.

"Cust id" (customer identification number) refers to a system generated but random unique identification number provided to each customer at the time of opening of the Savings or Current or Term Deposit Account.

3. Applicability of These Terms:

These terms form the contract between you and us. Each customer of Barclays Bank at locations where phone banking service is offered shall be eligible for Phone Banking, based on eligibility norms as prescribed by us from time to time. We shall be entitled at our sole discretion to accept or reject any application received at locations where phone banking service is not available or for those who are not eligible as per our norms.

4. Access to Phone Banking Services:

4.1 We have agreed to provide the Phone Banking service by giving instructions through the interactive voice response system and/or through a phone banker.

4.2 You are required to identify yourself as per the procedures as decided by us from time to time. The request made post the successful validation shall be binding on all and the relevant records of which will be admissible

in the event of any dispute.

4.3 We have no means of conclusively verifying the identity of the person giving the telephone instructions in your name and any transaction made will be binding on you subject to a successful validation.

4.4 The Phone Banking services will be available to all our account holders and the operating instructions as applicable in the account(s) would be applicable to the Phone Banking services mutatis mutandis.

5. Charges:

We may at our sole discretion levy the charges for various kinds of service provided through phone banking. The same are subject to revision from time to time. Any such modification will be informed to you and also updated on our website. You are requested to update yourself before you avail phone banking.

6. Request Processing:

The facility of processing the request accepted through Phone Banking Service will be provided in accordance with the procedures as decided By us from time to time subject to your successful validation. We will endeavour to effect such request received through Phone Banking service subject to sufficient balance available in Bank Account.

7. Liability on Hotlisting of ATM /Debit Cards/Stop Payment Instructions:

The facility of reporting loss of ATM/Debit Cards is available and we will carry out the request for hotlisting of ATM /Debit/Prepaid Card, the request for which may be received from the customer. We will not be liable for any losses or damages on account of you not being able to use the hotlisted card to carry out any transactions. The same will be applicable for stop payment instructions.

8. Changes in Terms & Conditions:

We have the absolute discretion to amend or supplement any of the terms at any time and will give prior notice of 30 days for such changes. Changed terms and conditions for the new services introduced shall be updated on our website and by other acceptable modes of communication. Before using the service you are requested to update yourself with the then applicable Terms and Conditions and by using the services, you are deemed to have accepted the changed Terms and Conditions.

9. Notices:

The notices under these terms may be given by us and you in writing by delivering them by hand or by sending them by post to the last address given by you and in the case of us to our corporate office address as set out herein above. In addition, we may also publish notices of general nature, which are applicable to all customer(s) of Phone Banking on its website. Such notices will have the same effect as a notice served individually. The notice and instructions will be deemed served 30 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

10. Governing Law:

These terms and conditions and/or the operations in the account(s) maintained by us and/or the use of the services provided through Phone

Banking shall be governed by the laws of the Republic of India and no other nation. you and we agree to submit to the exclusive jurisdiction of the courts located in Mumbai, India as regards any claims or matters arising under these terms and conditions. We accept no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the Phone Banking service can be accessed in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/or the operations.

11. Applicability to Future Accounts:

If you open further account(s) with /subscribe to any of our products/services, and we upon request from you, extend the Phone Banking service to such account(s) or products or services, opted by you, then these terms shall automatically apply to such further use of the Phone Banking by you.

12. General :

12.1 The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause.

12.2 We may sub-contract and employ agents to carry out any of its obligations under this contract. We may transfer or assign its rights and obligations under this contract to any other entity.

12.3 The Phone Banking service would operate during timings specified by us from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction.

SMS Alerts Terms and Conditions1.

Definition:

In these Terms and Conditions, the following terms shall have the following meanings:

“Alerts” or “Facility” or “Alerts Facility” means the customized messages based on triggers, sent as Short Messaging Service (“SMS”) over mobile phone to the account holders on the mobile number provided by the Customer; “Account” means any Savings/ Current account of the customer with the bank; “Bank” means any branch in India of BARCLAYS Bank PLC with which the Customer's Account is maintained; “Customer” means the person who holds an account with the bank; “triggers” means the customized triggers to be set or placed by the customer or by the Bank with the Bank & its systems, with respect to specific events/transactions relating to his/her account to enable the Bank to send the corresponding alerts to the customer. “CSP” means the cellular service provider through whom the customer or the bank receives the mobile services.

2.Availability

2.1 The bank may at its sole discretion , discontinue the facility at any time without any prior notice. The Facility is currently available only to resident and Non Resident Indian Customers with accounts with the bank's branches in India. The bank may at its discretion extend the facility to Non Resident Customers in respect of mobile phones of CSP rendering services within cellular circles in India or email.

is his / her duty to check the then applicable terms and conditions when he / she intends to avail/use the facility.

2.2 The facility is available only in all regions in India.

2.3 The alerts will be sent to the customer only if the customer is within the cellular circles of the CSPs or in circles forming part of the roaming GSM network agreement between such CSPs.

2.4 The bank may, wherever feasible, shall extend the facility to other cellular circles as well as to subscribers of other cellular telephone service providers, as will be notified by the bank, from time to time.

2.5 A mobile phone trigger may not be made by the customer or bank if the account operations has been suspended for any reasons whatsoever.

2.6 The customer assumes full responsibility for the security and confidentiality of his / her mobile phone / mobile phone number and mobile phone identification number to be used in initially gaining access to his/her account(s) through the use of his/her mobile phone.

3.Process

3.1 To receive alerts, the customer may select and set all or any of the triggers available under this facility by submission of the duly completed application form at any of the specified bank branches /locations. The form could also be downloaded/submitted electronically through the Bank's website www.barclays.in . Alerts shall be sent over the customer's mobile phone number registered with the bank.

3.2 The customer is duty bound to acquaint himself with the detailed process for using the facility and the Bank is not responsible for any error /omissions by the customer in setting the triggers.

3.3 The customer acknowledges that this facility of alerts will be implemented in a phased manner and the bank may at a later stage, as and where feasible, add more triggers or alerts. The Bank may, at its discretion, from time to time change the features of any trigger or alert. The customer will be solely responsible for keeping himself updated of the available triggers or alerts, which shall, on best effort basis, be notified by the bank through its website or through any legally recognized medium of communication. The customer may, from time to time, alter or add to the triggers selected by him/her by prior written intimation to the bank.

4.Setting Triggers and Receiving Alerts

4.1 The bank is not bound to acknowledge the receipt of any instructions or triggers nor shall the bank be held responsible to verify any instructions or triggers . The bank shall endeavour to provide instructions and triggers on a best effort basis and wherever operationally possible for the bank.

4.2 The bank may, in its discretion, not give effect to any triggers if the bank has reason to believe with the apprehension (which decision of the bank shall be binding on the customer) that the triggers are not genuine or otherwise improper or unclear or raises any doubt or in case any triggers cannot be put into effect for any reasons whatsoever.

4.3 The customer is solely responsible for intimating in writing to the bank any change in his mobile phone number or e-mail address or account details and the bank will not be liable for sending alerts or other information over the customer's mobile phone number/e-mail address

recorded with the bank.

4.4 The customer acknowledges that to receive alerts, his mobile phone must be in an "on" mode. If the customer's mobile phone is kept "off" for a specified period from the time of delivery of an alert message by the bank, that particular message may not be received by the customer.

4.5 Triggers will be processed by the bank after receipt and the processing time will be decided by the bank, in its sole discretion. Initially, the alerts provided by the bank on the mobile and/or the e-mail on any particular day, will have a certain time lag. The customer acknowledges about being aware that the alerts being received are based on data available with the bank with a certain time lag. Select alerts will be sent based on data updated as of the preceding working day. The customer also acknowledges that reasonable time may be taken for data processing for the purpose of sending alerts on working days of the bank.

4.6 The customer acknowledges that the facility is dependent on the infrastructure, connectivity and services provided by the CSPs within India. The customer accepts that timeliness, accuracy and readability of alerts sent by the bank will depend on factors affecting the CSPs and other service providers. The bank shall not be liable for non-delivery or delayed delivery of alerts, error, loss or distortion in transmission of alerts to the customer.

4.7 The bank shall endeavour to provide the facility on a best effort basis and the customer shall not hold the bank responsible/liable for non-availability of the facility or non-performance by any CSPs or other service providers or any loss or damage caused to the customer as a result of use of the facility (including relying on the alerts for the customer's investment or business purposes) for causes whatsoever. The bank shall not be held liable in any manner to the customer in connection with the use of the facility.

4.8 The customer accepts that each alert may contain certain account information relating to the customer. The customer authorizes the bank to send account related information, though not specifically requested, if the bank deems that the same is relevant.

5. Withdrawal or Termination

5.1 The bank may, in its discretion, withdraw temporarily or permanently the facility, either wholly or in part, at any time. The bank may, without prior notice, suspend temporarily the facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the facility.

5.2 The customer may also ask the bank to terminate the facility after giving due notice. Liabilities incurred by the customer shall, however survive the termination of this agreement.

6. Fees

6.1 The customer shall be liable to pay to the bank, its standard fees as may be decided by the bank from time to time. The customer shall be liable for payment of such airtime or other charge which may be levied by the CSP in connection with the receiving of the alerts, which may be levied by the CSP as per the terms and conditions of the CSP and the bank is in no way concerned with the same.

6.2 The customer shall pay the bank, its standard fees and charges for the use of the service. In this connection, the bank is hereby authorised by the customer to debit any of the customer's account with the bank.

7. Disclaimer

7.1 The bank will not be liable for:

- (a) any unauthorised use of the customer's identification number or
- (b) mobile phone number/instrument or unauthorised access to e-mails received at his notified email address for any fraudulent, duplicate or erroneous instructions /triggers given by use of the same;
- (c) acting in good faith on any instructions/triggers received by the bank;
- (d) error, default, delay or inability of the bank to act on all or any of the instructions/triggers;
- (e) loss of any information/instructions/Alerts in transmission;
- (f) unauthorised access by any other person to any information/instructions/triggers given by the customer or breach of confidentiality.

7.2 The bank shall not be concerned with any dispute that may arise between the customer, the CSP & any other party and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each alert.

7.3 The bank shall not be held liable in the event that the mobile phone company/ mobile phone service provider fails, for any reason whatsoever, to reload the prepaid airtime of the customer. The customer agrees that any complaint in connection with the reload service shall be referred to and addressed by the mobile phone company/service provider.

8. Disclosure

The customer accepts that all information /instructions /triggers will be transmitted to and /or stored at various locations and be accessed by personnel of the bank (and its affiliates/agents). The bank is authorised to provide any information or details relating to the customer or his account to the CSPs or any service providers so far as is necessary to give effect to any instructions/triggers.

9. Liability and Indemnity

The customer shall indemnify and keep the bank free and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms of this agreement on the part of the customer and/or a third party provided there is no gross negligence on the part of the bank. In addition, the bank shall not be liable for any expense, claim loss or damage arising out or in connection with this agreement including but not limited to war, rebellion, typhoon, earthquake, electrical, computer or mechanical failures.

10. Amendment

The customer hereby, agrees to abide by, without need of notice, any and all future modifications, innovations, amendments or alterations in this agreement made by the bank.

11. Miscellaneous

11.1 The above terms and conditions are in addition to the terms and conditions applicable to the accounts agreed to by the customer.

11.2 All disputes are subject to the exclusive jurisdiction of the competent courts in Mumbai only.

11.3 Nothing expressed or implied shall in any way waive or amend any of the terms and conditions to the existing terms and conditions agreement with Barclays Bank.

Retail Online Banking - Terms and Conditions

Definitions

'Bank' refers to Barclays Bank PLC, a company organised and existing under the laws of England and Wales, and a scheduled commercial bank within the meaning of the Banking Regulation Act, 1949 and having its registered office at 1 Churchill Place, Canary Wharf, London E14 5HP and acting through its branch office at Ceejay House, Annie Besant Road, Worli, Mumbai 400 018. The term includes the successors and assigns of the Barclays Bank Plc

"Customer" refers to the person maintaining banking relationship with the Bank. "Customer's account" refers to the Savings and/ or Current Account and/ or Fixed Deposit account and/or any other type of account maintained by the Customer and so designated by the Bank to be eligible account(s) for operations through the use of Internet Banking. One of these accounts will be designated as primary account. All other accounts (if any) of the Customer will be called secondary account(s). The User should be either the account holder or sole signatory or authorised to act when there is more than one signatory. An account in the name of a minor or an account in which a minor is a joint account holder, is not eligible for Internet Banking

"Internet Banking" refers to the Bank's Internet Banking which allows customers to access and transact on their various relationships with the Bank, including but not limited to Bank Accounts (Savings / Current), Loan Accounts, Credit Cards and such other Products as may be offered by the Bank from time to time.

"User" for the purposes of these terms refers to a Customer of the Bank and includes persons authorized to use Internet Banking for and on behalf of the Customer by the Customer.

Personal information refers to the information about the User obtained by the Bank in connection with the Internet Banking or for any other purposes "Terms" refer to terms and conditions, as amended from time, for use of Internet Banking including terms and conditions as specified in this document

In this document, all references to the User being referred in masculine gender will also include the feminine gender

Applicability of terms

These terms form the contract between the User using the internet banking and the Bank. By applying for Internet Banking and / or accessing / availing facilities there under the User acknowledges, agrees and accepts these terms. Any conditions relating to the accounts of the customer other than these terms (including as recorded under Customer Agreement) will continue to apply except that in the event of any conflict between these terms and the account conditions then to the extent same pertains to internet banking these terms will continue to prevail.

Application for Internet Banking

The Bank may offer Internet Banking to selected customers at its discretion. Interest in the use of Internet Banking may be registered on-line through the Bank's website. The Bank may forward the Internet Banking

application form, a copy of these terms and conditions and the brochure explaining the Internet Banking to the person who has registered his interest. The acceptance of the registration and the acknowledgement thereof does not automatically imply the acceptance of application for Internet Banking

The Bank may advise from time to time the internet software such as browsers which are required for using Internet Banking. There will be no obligation on the Bank to support all the versions of these internet software

Scope of Internet Banking

The Bank shall, at best effort basis, endeavour to provide to the User through Internet Banking, facilities such as enquiry about the balance in his Customer's account(s), details about transactions, statement of account, request for issue of cheque-books, request for transfer of funds between accounts of the same User, from User's account to another person's account, bill payment and such other facilities as the Bank may decide to provide from time to time. (These facilities may be offered by the Bank in a phased manner at its sole discretion which Bank may inform the customers from time to time). The Bank may also make additions/ deletions to the facilities offered through Internet Banking at its sole discretion. The availability/ non-availability of a particular facility may be advised through email, web page of the Bank or written communication. The Bank will take reasonable care to ensure the security of and prevent unauthorised access to the Internet Banking using technology reasonably available to the Bank. The User shall not use or permit to use Internet Banking or any related facility for any illegal or improper purposes The User understands and acknowledges that transactions conducted on internet are risky and howsoever security standards be followed by Bank or the User the same can not be risk free. Bank does NOT WARRANT any particular level of security while offering the facilities under Internet Banking and User has at its own decision had applied for Internet Banking after having understood and accepted the above. The User understands that instructions once given can not be stopped unless otherwise specifically permitted by the Bank, hence User will not request for stop the processing the instruction once he / she has given the same by using Internet Banking.

Internet Banking access

The User would be allotted one or more Internet Banking User-id(s) and one or more secret password(s) by the bank in the first instance. The User will be required to change the password(s) assigned by the Bank on accessing Internet Banking for the first time. As a safety measure the User shall change the password as frequently thereafter as possible. As an additional safety measure User may be forced to change password(s) whenever Bank wants In addition to User-id and password the Bank may, at its discretion, advise the User to adopt such other means of authentication The User shall not attempt or permit others to attempt accessing the account information stored in the computers of the Bank through any means other than the Internet Banking

Password

The User must: Keep the User-id and password totally confidential and not reveal the password to any person (not even to any official of the Bank) Choose a password which shall be at least 6 characters long or any number of characters as bank may stipulate time to time and may consist of a mix of alphabets, numbers which must not relate to any readily accessible personal data such as the User's name, address,

telephone number, driver license etc. Or easily guessable combination of letters and numbers. Commit the User-id and password to memory and not record them in a written or electronic form. Not let any person have access to his computer or leave the computer unattended whilst accessing Internet Banking. If the User forgets the Internet Banking User-id or password, he can request for change of the password by sending a written request to the Bank. The selection of a new password and/ or the replacement of Internet Banking User-id shall not be construed as the commencement of a new contract. Understand that above list of precautions which User is expected to take is inclusive and not exclusive. The user shall take all necessary precautions to prevent unauthorized and illegal use of Internet Banking and unauthorized access to the Accounts provided by Internet Banking.

Joint Accounts

The Internet Banking will be available in case of joint accounts only if the mode of operation is indicated as 'either or survivor' or ' anyone or survivor'. For these joint accounts one Internet Banking User-id will be issued to one, as selected by all the joint account holders, of the Joint Account holders. Bank has the option to issue additional User-id and password for any type of accounts including Joint Accounts. The other Joint Account holder(s) shall expressly agree with this arrangement and give their consent on the application form for use of Internet Banking. In case any of the joint account holder(s) gives a request to discontinue Internet Banking in respect of operations through the use of Internet Banking (or in writing) or by some other mode of authorized communication, on any of the Customer's accounts held jointly by them, the Internet Banking will be discontinued for the User. In case of addition of new name in an existing Customer's account, this will automatically apply on him/her. All transactions arising from the use of Internet Banking to operate a joint account, shall be binding on all the joint account holders, jointly and severally.

Funds transfer

The User shall not use or attempt to use Internet Banking for funds transfer - as and when the facility is made available - without sufficient funds in the Customer's account or without a pre-existing arrangement with the bank for the grant of an overdraft. The Bank will endeavour to effect such funds transfer transactions received through Internet Banking provided there are sufficient funds available in the Customer's account. In any case, if based on the User instructions, funds are debited from his account by overdrawing the account without sufficient funds in the relative Customer's account or without a pre-existing arrangement with the Bank for the grant of an overdraft, the account holder will be liable to regularize the account. The Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the reasonable control of the Bank.

Authority to the Bank

Banking transactions in the Customer's account(s) are permitted through Internet Banking only after authentication of the User-id and password of the User. The User (along with the joint account holder, if any) grants express authority to the Bank for carrying out the banking transactions performed by him through Internet Banking. The Bank shall have no obligation to verify the authenticity of any transaction received from the User through Internet Banking or purporting to have been sent by the User via Internet Banking other than by means of verification of the User-id and

the password. The display or printed output that is produced by the User at the time of operation of Internet Banking is a record of the operation of the internet access and shall not be construed as the Bank's record of the relative transactions. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes. Bank may levy service charges for use of Internet Banking at its discretion. The User authorises the Bank to recover all charges related to Internet Banking as determined by the Bank from time to time by debiting one of Customer's bank accounts. The Bank may withdraw the all or any facility(ies) under Internet Banking without giving any reason or notice to the User and/ or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

Accuracy of information

The User is responsible for the correctness of information supplied to the Bank through the use of Internet Banking or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the User. If the User suspects that there is an error in the information supplied to the Bank by him/her, he/she shall advise the Bank as soon as possible. The Bank will endeavour to correct the error wherever possible. If the User notices an error in the account information supplied to him through Internet Banking or by the use of any of the facilities under Internet Banking, he shall advise the Bank as soon as possible. The Bank will endeavour to correct the error promptly.

Liability of the User and the Bank

The User shall not be liable for unauthorised transactions occurring through the use of Internet Banking which can be directly attributed to the fraudulent or negligent conduct of the employees or agents of the Bank. The User shall be liable for any or all loss from authorised / unauthorised transactions in the Customer's accounts if he has breached the terms or contributed or caused the loss by negligent actions such as the following: Keeping a written or electronic record of Internet Banking password. Disclosing or failing to take all reasonable steps to prevent disclosure of the Internet Banking User-id or password to anyone including Bank staff and/ or failing to advise the bank of such disclosure within reasonable time. Not advising the Bank in a reasonable time about unauthorised access to or erroneous transactions in the Customer's accounts. The Bank shall not be liable for any unauthorised transactions occurring through the use of Internet Banking including which can be attributed to the fraudulent or negligent conduct of the User. The Bank shall in no circumstances be held liable to the User if Internet Banking access is not available in the desired manner including for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error or any other reason beyond the control of the Bank. Under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person.

Indemnity

The User indemnifies and hold the bank harmless against any loss suffered by the Bank, its other customers or a third party or any claim or action

brought by a third party which is in any way the result of the improper use of Internet Banking

Disclosure of personal information

The User agrees that the Bank or its contractors may hold and process his personal information on computer or otherwise in connection with Internet Banking as well as for statistical analysis and credit scoring. The User also agrees that the Bank may disclose, in strict confidence, to other institutions, such personal information as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

For participation in any telecommunication or electronic clearing network
In compliance with a legal directive
For credit rating by recognised credit scoring agencies
For fraud prevention purposes
Banker's lien

The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Customer's primary account and/ or; secondary account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Internet Banking extended to and/ or used by the User.

Proprietary rights

The User acknowledges that the software underlying the Internet Banking as well as other internet related software which are required for accessing Internet Banking is the legal property of the respective vendors. The permission given by the Bank to access Internet Banking will not convey any proprietary or ownership rights to him in the above software. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking or create any derivative product based on the software

Change of terms and conditions

The Bank has the absolute discretion to amend or supplement any of the terms at any time and the updated Terms and Conditions shall be made available at www.barclays.in and User hereby undertakes to keep itself updated with the then applicable terms and conditions at the time of each transaction you wish to enter into using internet banking. The Bank may introduce new facilities within Internet Banking from time to time. The existence and availability of the new functions will be notified to the User as and when they become available. Before using such new facility the User is requested to read and understand applicable terms to them. Use of Internet Banking or an attempt thereto shall be deemed as acceptance of the applicable terms and conditions.

Termination of Internet Banking

The User may request for termination of the Internet Banking facility any time by giving a written notice of at least 15 days to the Bank. The User will remain responsible for any transactions made on his account(s) through usage of his/her User id and password prior to the time of such cancellation of the Internet Banking. The Bank may withdraw the Internet Banking facility anytime provided the User is given reasonable notice under the circumstances. If the Internet Banking is withdrawn by the Bank for a reason other than the breach of the terms and conditions by the User, the Bank's liability shall be restricted to the return of the annual charges, if any,

recovered from the User for the period in question. The closure of all accounts of the User will automatically terminate the Internet Banking. The Bank may suspend or terminate Internet Banking facilities without prior notice if the User has breached these terms and conditions or the Bank learns of the death, bankruptcy or lack of legal capacity of the User

Notices

Notices under these terms and conditions may be given by the Bank and the User:

Electronically to the mail box of the User. Such notices will be regarded as being in writing. In writing by delivering them by hand or by sending them by post to the last address given by the User and in the case of the bank to the branch office address in India as mentioned in the heading above or any other address as informed by the bank to the User for communication related to Internet Banking. In addition, the Bank may also publish notices of general nature which are applicable to all Users of Internet Banking on its web site. Such notices will have the same effect as a notice served individually to each User. Bank may from time to time inform/announce about its products or propositions on its Internet Banking sites or web pages

Governing law

These terms and conditions and/ or the operations in the accounts of the User maintained by the Bank and/ or the use of the facilities provided through Internet Banking shall be governed by the laws of the Republic of India and no other nation. The User and the Bank agree to submit to the exclusive jurisdiction of the courts located in Mumbai, India as regards any claims or matters arising under these terms and conditions. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the Internet Banking can be accessed through internet by a User in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/ or the operations in the Customer's accounts of the User and/ or the use of Internet Banking.

General

The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause. The User shall not assign this agreement to anybody else. The Bank may sub-contract and employ agents to carry out any of its obligations. The Bank may transfer or assign its rights and obligations to any party it may deem fit and proper

Mobile Banking - Terms and Conditions

1. Introduction

1.1 These terms and conditions (these terms) explains our obligations to you and your obligations to us and shall apply to all the use (including the misuse) of Barclays bank mobile banking facility ("Facility")

1.2 You understand and agree that these terms are in addition to the following (other terms):

The general terms & conditions for savings and current account;
The application form signed by you; and
The additional terms and condition which you could have agreed with in relation with your banking relationship with the Bank.

1.3 You acknowledge that in addition to these terms you may be requested to agree and abide by some other terms which, among others, may be in relation to our charges, user guidance and other terms which are specific to the services / facilities offered to you by the Bank.

1.4 You acknowledge and understand that these terms are in addition to other terms applicable to you and in the event these terms are inconsistent with other terms, to the extent the same is related to mobile banking facility, these terms will apply.

1.5 Terms "you" and "your" shall mean and include the customer who has a Bank account or is applying for opening of a bank account with the Bank and is making an application for availing mobile banking facility. It is hereby clarified here that in case of more than one account holder, the term "you" and "your" shall mean and include all the account holders and such account holders shall jointly as well as severally be bound by these terms. Terms "we", "us", "Bank" and "our" means Barclays Bank PLC

2. Eligibility

2.1 You will be eligible to make an application for subscribing to mobile banking facility only if you have a savings and / or current account with the Bank and / or are making an application for opening of a bank account with the Bank.

2.2 In case there is more than one account holder, you shall have written authority from all other holders to make an application to subscribe the facility on the mobile phone which you control.

2.3 You must own a mobile phone and be a subscriber to the same Cellular Service Provider (CSP) in coordination with whom we are offering this facility.

2.4 You are requested to have knowledge of how the mobile phone works and if you are making an application to subscribe to this facility, it will be deemed that you know how to operate on mobile phone.

2.5 In case you are a minor, only the natural guardian shall be eligible to avail of this facility.

2.6 All or any transactions arising from the use of the mobile phone registered with us for the facility, all the holders of the account shall be jointly as well as individually responsible and liable.

2.7 Bank is offering the facility at its sole discretion, and the Bank may, without assigning any reason thereof, offer or discontinue the offer any or all its facilities offered and / or already made available to you.

3. Applicability of terms and conditions

3.1 These terms shall be in addition to and not in derogation of any other terms relating to all your accounts and /or any other product/services as may be offered by the Bank from time to time in terms of and subject to acceptance by you of the respective such other terms.

4. Registration:

4.1 Mode of registration

4.1.1 You can apply to the Bank for availing the mobile banking facility

(and/or for any changes to the options available under the facility) at the time of opening your savings or current account, in writing or by any other method as permitted by the Bank from time to time.

4.1.2 If you already have an account with the Bank, then you can apply to us for use of mobile banking facility in writing or by any other method as permitted by the Bank from time to time. apply to us for use of mobile banking facility in writing or by any other method as permitted by the Bank from time to time.

4.1.3 Bank reserves the right to allow you to avail the facility, and only after we have verified and satisfied ourselves of your identity and subject to you meeting the bank's internal criteria. The Bank is under no obligation to grant you the facility.

4.2 Duration of activation: Subject to the bank deciding to grant you the facility, the same is generally activated after 2 working days from the date of receipt of the application form by the Bank.

4.3 Rejection of registration: You understand and acknowledge that the facility is being offered solely at the discretion of the Bank and you shall be entitled to avail of the mobile banking facility only if, at the discretion of the Bank and CSP, the application is found in order and the relevant particulars are registered with the Bank and the CSP. You understand and acknowledge that the Bank and/or the CSP shall be at liberty to reject the application without assigning any reason.

5. Representations, Undertaking, and Responsibility

5.1 The Bank may allow the mobile banking facility only on the mobile phone number registered with it . You shall get the mobile phone number, on which you would like to avail the mobile banking facility, registered with the Bank. You shall be solely responsible for the use, misuse and security of your mobile phone and mobile phone number. You shall be solely responsible for the consequences in case you fail to adhere to the above.

5.2 You should keep your mobile phone active to avail or continue to avail this facility. You acknowledge that sending information by mobile phone is not a secure medium and you are aware of the possible risks involved. You also acknowledge that you have for your convenience and after being fully aware of, and having duly considered, all the risks involved, requested and authorized us to rely upon and act on instructions which may from time to time be given by you through your mobile phone, in such a manner as may be prescribed by the Bank from time to time.

5.3 You undertake to provide accurate information wherever required and shall be responsible for the correctness of information provided to us at all times. We shall not be liable for consequences arising out of erroneous information supplied by you. If you suspect that there is an

error in the information supplied by us, you should advise us as soon as possible. We will endeavour to correct the error wherever possible on a best effort basis. You shall be responsible for intimating us regarding any change in your mobile phone number and get the same registered with the Bank on which you want to avail the mobile banking facilities.

5.4 Where we consider the instructions to be inconsistent or contradictory we may seek clarification from you before acting on any instruction or act upon any such instruction or reject such instructions as we may, at our sole discretion, deem fit. We shall have the right to suspend the services under the facility at our sole discretion without giving any reason thereof to you

or any one on your behalf

5.5 You can apply for availing the mobile banking facility, as per your eligibility as decided by us. The Bank shall have the right to reject the application of any person without assigning any reasons.

5.6 You accept that all information /instructions will be transmitted to and /or stored at various locations and be accessed by our personnel and / or service provider. You hereby authorise the Bank to provide any information or details relating to you or to a third party to facilitate the providing of the facility and so far as is necessary to give effect to any instructions.

6. Accuracy of information

6.1 While we will take reasonable steps to ensure the accuracy of the information supplied to you, we and our affiliates shall not be liable for any inadvertent error, which results in provision of any inaccurate information. You shall hold us harmless against any loss, damages etc. that may be incurred / suffered by you if the information supplied to us turns out to be inaccurate / incorrect.

7. Disclaimer of liability

7.1 We shall not be responsible for any failure on the part of you to utilise the facility due to you not being within the geographical range within which the facility is offered. The mobile banking facility shall be available in certain specific regions and to the subscribers of phones of certain specific cellular service providers. The mobile banking facility will be available to you only if you are within the cellular circles of the cellular service providers or in the circles forming part of the roaming network of such cellular service providers.

7.2 If you have a reason to believe that your mobile phone number is / has been allotted to another person and / or there has been an unauthorised transaction in your account and / or your mobile phone is lost, you shall immediately inform us under acknowledgment about the same.

7.3 You are solely responsible for the use / misuse of your mobile phone including mobile banking facility offered over the phone and you agree that you shall be solely responsible for protecting your mobile banking password identification number (PIN) or mobile phone number and any password given by us for the use of the facility.

7.4 You agree that we shall not be liable if:

- (a) You have breached any of the these terms and other terms; or
- (b) You have contributed to or the loss is a result of failure on your part to advise us within a reasonable time about unauthorised access of or erroneous transactions in the account; or
- (c) You services are discontinued as a result of failure on your part to advise us of a change in or termination of your mobile phone number. or
- (d) There is any unauthorised use of your PIN or mobile phone for any fraudulent, duplicate or erroneous instructions given by use of your PIN or mobile phone number; or
- (e) You are acting in good faith on any instructions received by us; or
- (f) There is error, default, delay or our inability to act on all or any of the instructions; or
- (g) There is any loss of any information/ instructions in transmission; or
- (h) There is any unauthorized access by any other person to any information/ instructions given by the customer or breach of confidentiality; these points a to g should be continuation of the sentence on 7.4, pls have a look)

7.5 You agree that access to the facility shall be only through the mobile phone number and any transaction which originates from the same, whether initiated by you or not, shall be deemed to have originated from you.

7.6 Under no circumstance, we shall be held liable if the facility is not available for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond our control. We shall not be liable under any circumstances for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by you or by any other person. Illegal or improper use of the facility shall render you liable for payment of financial charges as decided by us or will result in suspension of the facility to you.

7.7 We shall in no way be held liable for any error or omission in the services provided by any cellular or any third party service provider (whether appointed by us in that behalf or otherwise) to you, which may effect the facility.

7.8 We may decide to discontinue the facility without any notice, temporarily or permanently, at our discretion.

7.9 We do not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the facility. We make no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by you or by any person resulting from or in connection with the facility.

7.10 While we and our affiliates will make reasonable efforts to ensure the accuracy and timeliness of the information supplied to you, we shall not be responsible or be held liable for the timeliness, completeness, accuracy and successful delivery or receipt of the transaction requested or done through mobile banking. We will not acknowledge receipt of any instructions/ information nor shall we be responsible to verify any instructions/ information given by you while availing this facility. We and our affiliates shall not be liable for non receipt / any inadvertent error, which results in the providing of inaccurate information.

7.11 We shall endeavour to provide the mobile banking facility on a best effort basis and you shall not hold us liable for non-availability of the mobile banking or non-performance by service providers, if any, engaged by us or any loss or damage caused to you as a result of use of mobile banking / information received through mobile banking and for other causes which are not attributable to us. We shall not be liable in any manner to you in connection with the use of mobile banking.

7.12 Without limitation to the other provisions of these terms, we, our employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by you or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or our error in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from your telecommunication equipment and the network

of any cellular service provider and our system or any breakdown, interruption, suspension or failure of your telecommunication equipment, our system or the network of any cellular service provider and/or any third party who provides such services as is necessary to provide the facility.

7.13 You agree that we and / or our affiliates may hold and process your personal information concerning your accounts on a computer or otherwise in connection with the facility as well as for analysis, credit scoring and marketing. You also agree we may disclose, in strict confidence, to other institutions, such information as may be reasonably necessary for reasons inclusive of but not limited to the participation in any telecommunication or electronic clearing network, in compliance with legal directive, for credit rating by recognized credit scoring agencies and for fraud prevention. We shall make reasonable efforts to ensure that your information is kept confidential. We shall not be held responsible for the confidentiality, secrecy and security of the information sent through mobile banking. We may provide any information or details relating to you or to a third party to facilitate the providing of the facility.

7.14 You accept that all information received / sent through mobile banking request may contain certain account information relating to yourself. You authorize us to send any information, though not specifically requested, if we deem that the same is relevant.

7.15 You shall not interfere with or misuse in any manner whatsoever the facility and in the event of any damage due to improper or fraudulent use by yourself, you shall be liable for damages to the Bank.

7.16 Bank will not be concerned with any dispute between you and any cellular service provider and/ or any third party providing such services (whether appointed by us in that behalf or otherwise), in coordination with whom the facility is being provided by the Bank. We make no representation or give no warranty with respect to the quality of the service provided by any cellular service provider.

7.17 Bank may provide any other services as a part of the facility and we shall not be liable for the oversight on your part to update yourself with the addition of services which have been included in the facility and specific services for each product as may be provided on the website and as will be available with the authorized call centres.

7.18 Bank may, from time to time, change the features of the mobile banking facility and your eligibility for availing the same. 7.19 Bank may levy charges for providing the mobile banking facility and may revise the same from time to time at its sole discretion.

8. Records

8.1 The records available with us pertaining to mobile banking shall be conclusive and binding on you. You hereby grant the authority and consent to the Bank (including its service providers) to record the communications related to the mobile banking facility.

9. Fees

9.1 Bank shall have the discretion to charge such fees for the Facility as it may deem fit from time to time and may, at its sole discretion, revise the fees for use of any or all of the facility, by notice to you. You may at any time discontinue or unsubscribe to the said Facility. You shall be liable for payment of such airtime or other charges which may be levied by any cellular service provider in connection with availing of the facility and we

shall not be responsible for the same. The charges payable by you are exclusive of the amount payable to any cellular service provider and would be debited from your account on a monthly basis. You shall be required to refer to the schedule of fees put up on the website from time to time.

10. Modification

10.1 The Bank reserves the right to change the operating procedures and / or any of the terms and condition of the facility at its discretion without assigning any reason. Updated Terms and Conditions are made available at www.barclays.in and you understand and acknowledge that you shall, before every time you intend to use these facilities, check and update yourself the then applicable terms and conditions.

11. Indemnity

11.1 In consideration of we providing the Facility, you agree to indemnify and keep us safe, harmless and indemnified from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever we may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by you by use of the facility.

11.2 You hold us/ our affiliates, harmless against any loss incurred by you due to failure to provide the services offered under the facility or any delay in providing the services due to any failure or discrepancy in the network of the cellular service provider.

11.3 You agree to indemnify and hold us harmless for any losses occurring as a result of:

- I. You permitting any third parties to use the facility.
- II. You permitting any other person to have access to your mobile phone or as a consequence of leaving the mobile phone unattended or loss of your mobile phone.

11.4 You further agree and confirm that this indemnity shall remain valid and subsisting and binding upon you notwithstanding withdrawal, either partially or in totality, of the mobile banking facility.

12. Termination

12.1 You may request for termination of the facility at any time by giving a written notice of at least 15 working days to us. You may remain responsible for any transactions made through your mobile phone number through the facility even during such notice period until the cancellation of the facility is not effected by the Bank and may be levied applicable charges till such termination. (Notice of termination cannot be given on Mobile)

12.2 We may, at our discretion, withdraw temporarily or terminate the facility, either wholly or in part, at any time without giving prior notice to you. We may, without prior notice, suspend the facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the facility. We shall endeavour to give reasonable notice for withdrawal or termination of the facility.

12.3 The closure of all your accounts will automatically terminate the facility. We may suspend or terminate the facility without prior notice if you have breached these terms or we are informed of death, bankruptcy or lack of legal capacity of any of the account holders.

13. Notices

13.1 You, and us, may give notice under these terms in writing by delivering them by hand or by sending them by post to the last address given by you from us, or in your case to our registered office or principal office in India.

13.2 In addition and without prejudice to the above 13.1, We may also serve notice to you regarding the facility and these terms on our website and/ or also by means the customized messages sent to you over your mobile phone as short messaging service ("sms") and / or notice by way of publication in national newspaper (like Times of India) and such notice(s) will be deemed to have been served individually to you.

14. Governing law

14.1 Any and all disputes or differences arising out of or in connection with the facility shall be subject to the exclusive jurisdiction of the courts of Mumbai.

14.2 We accept no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of India. The mere fact that the facility can be accessed by you in a country other than India does not imply that the laws of the said country govern these terms and conditions and / or the operations in your accounts and / or the use of the facility.

DOORSTEP BANKING - TERMS AND CONDITIONS

These Terms and Conditions apply to and regulate the provision of Doorstep Banking Facility(ies) to be offered by Barclays Bank PLC, India (referred to as "Barclays Bank" hereafter) for pick-up and delivery of cash, instruments and transaction instruments by accepting the requests or instructions sent through facsimile transmission or telephone ("facilities").

1. In these terms and conditions, the following words and phrases have the meaning Stated hereunder, unless indicated otherwise:

"Account" refers to the current/ savings/ any other account of the Accountholder with Barclays Bank in India, which is designated as eligible account by Barclays Bank for the facilities. The said facilities are offered in India only on designated centres. This facility does not cover the collection facilities under "Cash Management". "Customer" refers to an individual / firm /company / trust / etc. having an Account and requesting for availing the Facilities for which request has been accepted by Barclays Bank "Instruction" refers to the requests and/or instructions for pick-up and/or delivery as may be sent by the Customer to Barclays Bank by means of a telephone and/ or facsimile transmission.

2. The Customer acknowledges and agrees that the requests and instruction for:

(i) Delivery of cash may be undertaken by Barclays Bank only if the request/ instruction is made by a facsimile transmission as per the procedure mentioned in the letter of acceptance sent by Barclays Bank to the customer.

(ii) Pickup facilities for cash, instruments and transaction cheques and banking business documents may be Undertaken by Barclays Bank if the request/instruction is made by telephone or facsimile transmission as per the procedure mentioned in the letter of acceptance sent by Barclays Bank to the customer.

(iii) Customer acknowledges and agree that the Bank can arrange for recording of data/voice of customer correspondence as part of its policy. The Customer must ensure that every Instruction to be sent through

facsimile transmission is sent on Barclays Bank's printed form (if any) applicable to the particular transaction and current at the time. If an Instruction through facsimile transmission is sent by the Customer otherwise than on Barclays Bank's printed form and is accepted by Barclays Bank, such Instruction shall be subject to the terms and conditions on Barclays Bank's printed form.

3. The Customer agrees and undertakes to duly comply with its obligations in terms of the processes as detailed in letter of acceptance sent by Barclays Bank, and to duly remit the payments for the Facilities as detailed in letter of acceptance.

4. The Customer agrees and understands that Barclays Bank shall act upon the instructions sent by facsimile only if in the opinion of concerned officer of Barclays Bank such Instructions are clear and unambiguous. The decision of the officer of Barclays Bank whether any such Instructions are clear and ambiguous or not and all actions of Barclays Bank thereof shall be conclusive and binding on the Customer.

This clause shall not preclude Barclays Bank from exercising its absolute discretion to act or not to act on any or all Instructions.

5. The Customer agrees and acknowledges that transmission of information through facsimile or telephone is not a secure means of sending information and may be subject to tampering and unauthorised access, fraudulently or mistakenly written, altered or sent, and not be received in whole or in part by the intended recipient.

i. The Instructions may be fraudulently written or altered.

ii. The Instructions may reach Barclays Bank in jumbled state or in a manner or shape that it may be misunderstood.

iii. The Instructions may not be received by Barclays Bank or the facsimile machine may be unattended to at the time of receipt of instructions and/or may be received by Barclays Bank only partially.

iv. There may be a mistake in understanding the message.

6. The Customer shall continue to be bound by all or any action of Barclays Bank in complying with the Instructions given to Barclays Bank by facsimile, even if such instruction has been countermanded by a subsequent Instruction or any written order or direction of the Customer, if Barclays Bank has already commenced acting upon the first of such Instructions (without prejudice to it having received and acted upon a subsequent Instruction or written order or direction) or even in the event the facility as specified of receiving Instructions has been discontinued or suspended.

7. Barclays Bank shall not be liable for any inaccuracy, error or delay in, or omission of,

(1) Any data, information or message in the Facsimile Instruction, or
(2) the transmission or delivery of any Facsimile Instruction; or
(3) any loss or damage arising from or occasioned by

(i) any such inaccuracy, error, delay or omission,

(ii) non-performance, or

(iii) interruption in any such data, information or message, due either

to any act or omission by Barclays Bank due to "force majeure" (e.g., flood, extraordinary weather condition, earthquake or other act of God, fire, war, insurrection, riot, labour, dispute, accident, action of government, communications, power failure, equipment or software malfunction) or any other cause beyond the reasonable control of Barclays Bank, and in case of tampering and unauthorised access to providing of Instruction, Instructions that are fraudulently or mistakenly written, altered or sent, and that the Instruction may not be received in whole or in part by the intended

recipient.

8. Barclays Bank may, at its sole and absolute discretion, act on any request or instruction made by the customer to Barclays Bank, or which Barclays Bank reasonably believes to have been made by the customer.

9. The Customer agrees and acknowledges that Barclays Bank is under no obligation whatsoever to accept an Instruction through facsimile transmission or telephonically. Further, without limiting the generality of the foregoing, Barclays Bank shall not be deemed to have accepted any instruction unless and until Barclays Bank receives the complete Instruction on a business day and during the normal business hours of Barclays Bank.

10. The customer hereby permits the Bank to appoint such agency/ies as Bank may deem fit to carry out the facilities. In the normal circumstances the Bank may deem fit to carry out the facilities. In the normal circumstances the Bank will be liable for all acts and deeds of the agency but the Customer is expected to understand the risk involved in the transaction and is expected to ensure that it deals with the authorized agency (personnel) only. The customer shall check identity proof and authorizations before dealing with such agency personnel(s). It is clarified here that wherever the Customer has acted negligently the Bank shall not be liable for any loss suffered by the customer while availing such services from the Bank.

11 The Customer confirms that Barclays Bank is authorised to debit the Customers' account with amounts in pursuance to any Instructions under the facility agreed herein notwithstanding any other requirement contained in any law and practice including but not limited to Negotiable Instrument Act, 1881.

12. Under no circumstances, shall Barclays Bank, its employees, directors involved in creating, producing, delivering or managing the cash/instrument collection and delivery facilities be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to 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 cash/instrument collection and delivery facilities or resulting from unauthorized access or alteration of Facsimile Instruction or arising from interruption, suspension or termination of the cash/instrument collection and delivery facilities or any inability of Barclays Bank 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 except in case of wilful default or gross negligence on the part of Barclays Bank. Provided that notwithstanding anything to the contrary contained herein, the aggregate liability of Barclays Bank under this arrangement shall not exceed the service charges received by Barclays Bank from the Customer under this arrangement.

13. The Customer hereby indemnifies and agrees to keep Barclays Bank indemnified against all and any costs, losses, damages, expenses (including all legal expenses on a full indemnity basis) or other liability sustained or incurred by Barclays Bank as a result of Barclays Bank accepting and acting on an Instruction given or deemed to have been given or purportedly given by the customer, including but not limited to the Customer, the Customer handing over self/ bearer instruments to the instruments pick-up / delivery agency appointed by Barclays Bank in lieu of the cash delivered to the Customer premises without ensuring that the "Paid" stamp of the cash delivery agency is affixed on the instruments in the Customer's presence.

14. The Customer hereby authorizes Barclays Bank to charge the Account held with the Bank with any sum of money that is payable by the Customer, if any, in connection with a transaction carried out by Barclays Bank including bank charges for such transactions in reliance on an instruction.

15. The Customer agrees to comply with such security procedure as may be prescribed by Barclays Bank from time to time for purpose of sending instructions.

i) The Customer undertakes not to disclose the security procedure to any person except to the customer's authorised representatives.
ii) If the Customer or one of the Customer's authorised representatives is of the opinion or has reason to believe that the authentication procedure may be known by an unauthorised person, the Customer must notify Barclays Bank immediately.

iii) If Barclays Bank receives an Instruction that purports to have been transmitted or authorised by the Customer, one of the Customer's authorised representatives or any other person and the Customer's current authentication procedure has been used:

(a) Barclays Bank may rely on that instruction and shall not be obliged to make any Verification for authentication purposes; and

(b) Such Instruction will be deemed effective as a valid Instruction by the customer.

16. The Customer undertakes to confirm in writing every Instruction (by sending the Original physical copy of the Instruction to Barclays Bank). The Customer hereby authorises that Barclays Bank shall be absolutely entitled to accept and act on an instruction prior to receiving written instruction and such instruction be valid even if such written confirmation is not received by Barclays Bank.

17. The Customer agrees understands that money so delivered / deposited to the Bank in the form of cash or other form is subject to verification and may not be available for withdrawals and the same will be credited to the account of the Customer

(i) in case of cash collected after verification of the currency and
(ii) in case of instruments after clearance of funds.

18. The Customer agrees and consents that all communications (including over telephone) with the customer may be recorded by the Bank for record purposes.

19. Such doorstep facilities will be offered by the bank through some service providers. The Customer is aware that he / she is expected to verify the identity of the person before handing over the cash /instrument. The bank will not be liable for any loss or damage etc if the customer hand over cash to any person other than those authorized by the bank or if customer failed in following the process set by the bank as part of the Doorstep Banking facilities.

20. The customer (natural entity / incorporated entity) undertakes to inform the Bank of any change in the names of the Authorized Signatories, Address etc failing which the Bank has the absolute right to allow or disallow the facilities offered under Doorstep Banking Facility.

21. The Doorstep Banking Facility will be offered only at the address recorded by the Bank.

22. Doorstep Banking Facility will be available on working day between Monday to Saturday within the time as specified by the Bank and will be agreed upon by the customer. Doorstep Banking Facility will not be available on Sunday or any other Bank Holiday. However, the actual time for Doorstep Banking Facility may vary considering the security reasons for respective locations.

23. The Bank may specify Minimum/Maximum Cash amount for pick-up/delivery from time to time.

24. The Customer understand and agree that the facilities herein offered by the Bank are solely at the discretion of the Bank and Bank reserves its right to refuse application for or discontinue the use of the extra facilities as doorstep service with respect to any one or more than one facility of any customer, at any time without assigning any reason.

25. Doorstep Banking Facility etc. is available only for Indian rupee transaction. Requests for foreign currency pick up will not be effected through this service.

26. The Bank will use its best efforts to process all requests received upto a "cut off time", as may be communicated from time to time, on any day (excluding Sundays and holidays). Requests received after the cut off time will be processed on the following working days. The Bank reserves the right to change the time schedule without prior notice.

27. In the case of a cash-pick up, the Bank will accept only unstapled currency as per the guideline issued by RBI on clean note policy. Counterfeit notes, soiled notes, cutnotes, doubtful instruments etc., will not be accepted.

28. Customer will deposit the cash in the sealed Bag provided by the Bank only. Any discrepancies in cash (shortage/excess) will be informed to the customer and Bank's decision in this regard will be final and binding on the customer.

29. The Bank will not accept loose currency/note as part of cash pick up facilities. Coins and smaller denomination notes below Rs.50/- will not be accepted under this service. Bank's representatives will not count cash at the premises of the customer.

30. The doorstep banking facilities is a convenience by the bank to its customer only and the bank shall not be responsible or liable for any harm, loss, consequential loss suffered and or incurred by the customer due to delay in providing these facilities. The Customer shall not be entitled to entail any legal or financial liability on the bank for failure to offer the doorstep banking facility(ies) under circumstances beyond its control

31. The Bank shall not entertain claims if not accompanied by accurate and authentic acknowledgement of cash from the authorised person.

32. The Bank reserves the right to change the operating procedures and any of the terms and condition of the service as its discretion without assigning any reason. Updated Terms and Conditions are made available at www.barclays.in and Customer understands and acknowledges that it

33. At anytime, Barclays Bank may give notice to the Customer, in such manner as it may deem fit, that it shall not accept further instructions and that notice shall be deemed to be effective against the customer on receipt of the same. A customer will be deemed to have received the same immediately in case Barclays Bank sends the notice through facsimile or after two (2) days in case the notice is sent by post/ courier.

OVERDRAFT AGAINST TERM DEPOSIT - TERMS & CONDITIONS

1. These Terms and Conditions shall apply to the person(s) applying for and/or granted ("Customer") an Overdraft facility against the Customer's term deposit ("Facility") with Barclays Bank PLC ("Bank") held in the Sole/Joint name(s) of the Customer. These Terms and Conditions shall be read and applied together with the terms and conditions of the Bank

applicable to the term deposit. In the event any contradiction between these Terms and Conditions and the terms and conditions for the term deposit, these Terms and Conditions shall prevail.

2. The Interest chargeable on the amount drawn down by the Customer as per agreed rate over the prevailing rate payable by the Bank on the term Deposit. The interest shall be accrued on daily basis and payable on monthly basis as per extant guidelines. Interest payable by the Customer shall also be subject to the changes in interest rates as per the extant Bank's policy and/or Reserve Bank of India guidelines from time to time." OD facility against other Bank's Term Deposits is not available.

3. The value of all the term deposit of the Customer linked to the Overdraft account ("OD Account") and/or charged now or subsequently to the Bank as security for the amounts due shall at all times exceed the sanctioned amount or such other rate as mutually agreed between the Customer and the Bank in writing. Such value shall be determined from time to time by the Bank in its opinion. If such value falls below the Margin and/or the interest on the overdrawn amount is outstanding/unpaid for whatsoever reason, Bank will serve a notice on the Customer calling upon the Customer to make good his / its account within number of days mentioned therein and in the event Customer fails to make his account good, the Bank shall be entitled to pre-maturely redeem the term deposit and set off and/or appropriate the excess amount from the proceeds of the deposit. The Customer also agrees to pay penal interest, as specified by the Bank, if such value falls below the Margin for whatsoever reason.

4. The availability of the Facility is on a non committal basis and is at the total discretion of the Bank. Each Facility shall be available for utilization until the Expiry Date, subject to these Terms and Conditions and at the sole discretion of the Bank. However, the Bank may, without assigning any reason therefor, refuse to allow the Customer to drawdown under the Facility. The Bank shall not permit any liability or liabilities to be owed by the Customer to the Bank in respect of a Facility beyond the closure of deposit.

5. Notwithstanding anything to the contrary contained under these Terms and Conditions, the Facility availed by the Customer under or pursuant to these term and Conditions shall remain repayable on demand by the Bank at any time. Following demand, no further drawdown may be made under the Facility.

6. The Bank may, at any time after such demand (i) call for payment of full cash cover and require the Customer to deposit the amount in the account and the Bank shall have lien on the said deposit for all outstanding liabilities under the Facility.

7. Subject to Section 9, in the absence of demand by the Bank, the Facility is available for utilization at the sole discretion of the Bank until the Expiry Date. Extension or renewal of the Facility is at the sole discretion of the Bank and subject to the terms and conditions as prescribed by the Bank.

8. Notwithstanding what is stated above or elsewhere in these Terms and Conditions, the Bank may terminate this Facility at any time at its sole discretion without assigning any reason.

9. Termination shall not affect any rights or obligations which have accrued or arisen prior to the termination and shall not affect the applicability of the provisions of these Terms and Conditions to transactions which have taken place prior to the termination.

10. Termination in any manner shall not affect the Bank's charge on the term deposit or the Customer's obligations to the Bank.

11. Upon termination, the Customer shall pay to the Bank all amounts due outstanding hereunder. Payment shall be made at the earlier of (i) the times provided elsewhere in these Terms and Conditions, (ii) the effective date of termination, or (iii) any other date notified by the Bank following the Bank having exercised its right to demand repayment under the Facility.

12. The Bank reserves the right to revoke or cancel the Facility and/ or vary, alter, modify or rescind, amend or change at any time any one or more of these Terms and Conditions at its discretion with such notice as the Bank may deem reasonable and without assigning any reasons. Updated Terms and Conditions are made available at www.barclays.in and the Customer understands and acknowledges that the Customer shall, before every time they intend to use these Facility, check and update themselves the then applicable Terms and Conditions.

13. The Customer irrevocably and unconditionally agrees and undertakes that the right of lien and set off granted in favour of the Bank shall be a continuing security for the ultimate balance and/ or all sums remaining unpaid in the OD account now and hereafter including but not limited to interest, commission, charges and costs and the Customer shall remain liable notwithstanding the fact that by payments made into the OD account from time to time the balance in the said account may from time to time be reduced or extinguished or even that the same may be in credit.

14. The Customer agrees that, in premature withdrawal cases, interest to be paid on the term deposit will be at a lower rate (pertaining to the period the deposit was with us along with penalty, if any), the interest on the overdrawn amount will be charged as per the contracted rate on OD.

15. The Customer agrees and undertakes to pay the interest rate as agreed upon or such other modified rates as specified by the Bank from time to time for overdrafts against Term deposits for all amounts overdrawn within the overdraft limits authorized by the Bank.

16. At the time of signing application for the Facility, as and by way of collateral security, the Customer has as detailed in the request letter and the amount(s) lying in the term deposit account (s), have agreed to mark lien in favour of the Bank without the necessity of any further concurrence on part of the Customer.

17. The Customer agrees that OD facility will not be available against TDs having Sweep-In, Sweep-out facility. Similarly, part withdrawals of Deposits are not permitted if such deposits are lien marked for OD purpose.

18. The Customer agrees that any term deposit account opened in the future in the same style shall also be deemed to have lien in favour of the Bank without the necessity of any further concurrence on part of the Customer and the Bank is authorized to exercise the right of set-off and appropriations on all such term deposits with the Bank.

19. The Customer understands, agrees and accepts that in case the term deposit is prematurely sought to be withdrawn by the Customer for any reason whatsoever, the amount so withdrawn shall be first adjusted against the outstanding amount in the linked OD/Current/Savings account.

20. The Customer further understands and agrees that the Bank will open a zero interest bearing current account for availing the Facility purpose and all the Terms & conditions as applicable on current account will also apply. The Customer also agrees to pay charges/fee etc as stipulated by the Bank.

21. The Customer understands that the OD account opening, lien marking on term deposit account, OD account closing, breakage of term deposit lien marked to OD & other such operations are carried out centrally & may delay the execution of instruction in this regard.

22. The Customer declares that the signatories hereto have attained the age of majority. In case of minor account operated by guardian, the Customer declares and confirms that the advance availed will be utilised for the benefit of the minor (Applicable for Minor account only).

23. The Customer agrees that the Facility is offered only against term deposits placed for auto renewal. Hence, the maturity instruction, if any, different from the one given earlier, shall be deemed to be changed to auto renewal. If the term deposits are auto renewed on the maturity then the interest rate chargeable & other terms on OD account will be applicable in accordance with the interest rate so applied to the renewed term deposit. Interest/Maturity paid out will always be credited to the OD account. On Auto renewal of TD, OD amount & rate applicable on OD will be amended accordingly. However, OD is always extended for a maximum period of one year and renewed subject to Bank's terms and at the discretion of the Bank.

24. In consideration of Bank agreeing to consider providing the Facility, the Customer agrees to indemnify and keep Bank its directors and officers safe, harmless and indemnified from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever you may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by the Customer.

The Bank reserves the right to change the operating procedures and / or any of the terms and condition of the facility at its discretion without assigning any reason.

25. The Customer understands that as a pre-condition relating to grant of the Facility, the Bank requires the Customer's consent for the disclosure by the Bank of, information and data relating to the Customer, of the Facility availed of/to be availed, by the Customer, obligations assumed/to be assumed, by the Customer in relation thereto and defaults, if any, committed by the Customer, in discharge thereof.

Accordingly, the Customer hereby agrees and gives consent for the disclosure by the Bank of all or any such;

- (a) Information and data relating to it;
- (b) The information or data relating to any credit facility availed of/to be availed, by it; and
- (c) Default, if any, committed by it, in discharge of its obligations under this letter and the Additional Documents, as the Bank may deem appropriate and necessary, to the Credit Information Bureau (India) Ltd ("CIBIL") and any other agency authorized in this behalf by the Reserve Bank of India ("RBI").

The Customer declares that the information and data furnished by the Customer to the Bank is true and correct.

The Customer undertakes that:

- (a) the CIBIL and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
- (b) the CIBIL and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf. In addition and without prejudice to the above, 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, affiliate companies, firms, associations, corporate bodies 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 or the Bank requires such disclosure. Further, the Bank may disclose such personal and financial information about the Customer that is in the public domain.

The Customer hereby agrees and consents that the Bank may share/distribute any information including the personal information provided by the Customer to its affiliates and subsidiaries including third parties where the Bank deems it necessary. Additionally, the Customer consents to the Bank using personal information and financial information for giving credit report and credit opinions about the Customer to other banks and financial institutions.

26. Any and all disputes or differences arising out of or in connection with the facility shall be subject to the exclusive jurisdiction of the courts of Mumbai.

CUSTOMER AGREEMENT (NRI)

This agreement:

(i) explains our obligations to you and your obligations to us; and
(ii) applies to all the accounts you have with us and the services we provide in connection with your accounts; and
(iii) includes the terms applicable to telephone banking, mobile banking and computer banking if you have registered for these services. The procedures you must follow for our computer banking services are contained in the user guides and the electronic help texts we give you. You must follow these procedures when using the services.

General Conditions

1. Introduction

1.1 Your agreement with us is contained in:

(i) these general conditions;
(ii) the additional conditions;
(iii) the application form or the appointment of bankers signed by you;

1.2 The additional conditions include our charges and the interest rates, notice periods, minimum or maximum balances and other terms which are specific to a particular account or service. We will tell you what these additional conditions are when you open an account or apply for a new service. They are also set out in our service descriptions. You can ask for these at any time. We may also publish them on our website.

1.3 If the additional conditions are inconsistent with these general conditions, the additional conditions will apply.

1.4 In this agreement “you” and “your” means the customer named in the application form or appointment of bankers and, where appropriate in conditions 2 and 3, includes any person authorised to give instructions to us and “we”, “us” and “our” means the Barclays Bank PLC in India from time to time and “Barclays Group” means us, our parent company and any companies we or our parent company totally or partly own at any time.

2. Contacting each other

2.1 We may contact you and give you any notices in connection with this

agreement by post, facsimile, telephone (including text messages) or computer (which includes using the internet and any form of electronic message made by any electronic device) using the latest address, facsimile number or telephone number or electronic mail address you have given us. If you want to prevent others from reading the emails we send you, you must ensure adequate security is set up on your computer(s). We will not be responsible if any unauthorised person gains access to your emails.

2.2 You can contact us by post, telephone or fax, using the appropriate address, telephone or fax number or other relevant contact details given to you by your branch, relationship manager, or by computer following procedures set out in the relevant user guide. If you send us an email you cannot assume we have received it until we return a message acknowledging receipt.

2.3 We may record or monitor telephone calls with you in order to verify our dealings with you and to make sure that we are meeting our service standards.

3. Giving us instructions

3.1 You can give us instructions in writing or by telephone or facsimile (provided you have given us a facsimile indemnity) or computer unless an additional condition limits the way in which instructions can be given. We cannot change or stop an instruction you give by computer (except in limited circumstances set out in the user guide) because we start processing instructions when we receive them. Instructions given by telephone may only be cancelled if they have not been acted upon. If we are able to cancel an Instruction, we may make a charge.

3.2 Before we can accept instructions given to us by computer we will agree security procedures with you. By “security procedures” we mean the use of a password, security key(s), card personal identifier(s), codes, personal identification numbers (pins) or encryption device(s) which may be changed by agreement in the future. We may agree security procedures with you before accepting instructions given to us by telephone (including Facsimile).

3.3 You must do all that is reasonably possible at all times to make sure that the security procedures are kept secret and any security related device is kept physically secure. This includes making sure that the security details are not kept in any form (including by browser or other software) in such a way that anyone using or accessing the same equipment can access the security procedures using stored details.

3.4 You must tell us as soon as possible if some unauthorised person may know any security procedures or may have or has had access to any security-related device used to access any service. Until you tell us you will be responsible for all instructions that we receive and act on, even if the instructions were not given by you. Unless we can show that you have been fraudulent, negligent or have broken condition 3.3 we will credit your account with any payments we make after you tell us about any breach, real or suspected, in security procedures but this will be the limit of our liability to you for acting on an instruction.

3.5 You will provide all the information you have about the misuse of security procedures and security-related devices in response to any reasonable request we make, and we may pass it to the cyber crime division of the police or other government authorities if we think that will be useful.

3.6 We can act on instructions (including instructions to make or collect

payments from or into your account) given: on a document bearing your original signature(s); or by telephone or computer as long as we have followed the security procedures, whether or not the instruction was given by you; or verbally provided you have satisfied our identification and verification procedures. As long as we have followed the instructions correctly, we can deduct the amount of any payment from your account. You agree that we may rely on any account number quoted in an instruction as the correct account to be debited or credited.

3.7 If you give us an instruction verbally by telephone or computer we can ask for confirmation under condition 3.6 before we act on it.

3.8 We can refuse to act on any instruction if:

- (i) we have a good reason for thinking that you did not give us the instruction; or
- (ii) the instruction is not clear; or
- (iii) we reasonably believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us or which may damage our reputation.

3.9 We may apply limits to transactions of certain types or amounts from time to time. We will tell you (under condition 2.1) what these limits are, and any changes we make to them. Where possible we will do this before the changes come into effect, but in no circumstances shall we be liable to you for not doing so.

3.10 We shall issue travellers cheques, bankers' cheques, demand drafts, mail transfers and telegraphic transfers for INR. 50,000 and above only by way of debit to your account or against cheque, and not against cash. We will require you to provide your permanent account number (PAN) at the time of requesting us to undertake such transactions.

3.11 We will only process your transfers to Barclays India free subject to you informing your Barclays Bank UK Branch of your eligibility to free NRI transfers, by recoding 'NRI' in the 'Special Instructions' section on the Barclays International Payments transfer form.

4. Credits to and payments out of your account

4.1 If we receive instructions and credits for an account before the relevant cut-off time on any working day we will process them on that day or on the date specified in your instructions. Instructions and credits received after the cut-off time or on a non-working day will be processed on the next working day. The cut-off time is the latest time each day that we can make payments or transfers into or out of an account. We will tell you the cut-off times applicable to telephone and computer instructions. Branch cut-off times may vary and are displayed in each branch. Cut-off times for some instructions may depend upon the cut-off times of external organisations (e.g. clearing houses in different countries). These cut-off times will be advised to you in the additional conditions.

4.2 We may return instructions and credits for an account if: (i) we believe that by complying with the instruction we might break a law, regulation, code or other duty which applies to us; or (ii) reasonably believe that complying with the instruction or receiving the credit may damage our reputation.

4.3 Your statement balance will show credits when your branch receives them even if they include cheques or other items which are not "cleared".

However, the Bank can still return the cheque Unpaid, e.g. for lack of funds. If it does so we will debit your Account with the amount of the cheque. To

calculate interest we generally treat cheques as cleared when we receive value for them from the relevant bank through the banking system.

4.4 If any cheque you have paid in is returned to us unpaid or any electronic or other payment you have received is recalled we will debit your account, whether or not it goes overdrawn and even if your statement records the item or we allowed you to make a payment or to take cash against the item. You may incur charges and interest on any overdrawn amount.

4.5 If you pay a cheque into your account which does not belong to you and we receive a claim relating to that cheque we may debit your account with the amount of the cheque and any costs incurred by us as a result of such claim.

4.6 Cheques must be completed so that they are not easy to alter and must not be dated with a date which is after the date of signature. We will not be liable to you for any loss as a result of us paying a cheque before the date put on it

4.7 You can stop a cheque before it has been presented to us for payment provided you give us clear and accurate instructions in writing and duly signed. We may make a charge for stopping a cheque. You hereby agree to indemnify us for any costs and expenses we incur in connection with a stopped cheque.

4.8 We may pay a cheque even if it is not presented to us for payment within six months of the date on the cheque. We reserve the right to return unpaid any such cheque but you must give us instructions to stop payment of the original cheque if you issue a duplicate.

4.9 We may refuse to make any payment if you do not have enough money on the account at the close of the working day before the payment is due to be made. In deciding whether you have enough money we take account of any authorised card transactions, any overdraft limit, any cheques we are treating as cleared, any instructions we have received to make payments and regular payments which have not yet been paid from your account. We will tell you if you can make payments from your account against cheques which are not cleared. We do not have to take account of regular credits or any amounts received after we have decided not to make the payment

4.10 You must tell us if you are not the beneficial owner of an account or if any third party has any rights to any funds paid into an account. You represent and agree that all monies deposited into your account(s) shall be monies legally due to you and that receipt of such monies or crediting thereof to your account(s) shall not violate the provisions of any law in force in India or any other applicable country.

4.11 An account will be considered dormant if no transactions are effected thereon for such period as may be specified by us from time to time in the additional conditions and statements in relation to dormant accounts will be issued on a specified basis as determined by us from time to time. We shall impose a service charge (in accordance with the additional conditions) on such dormant accounts at our sole and absolute discretion.

4.12 All deposits placed with us shall be non-negotiable, nontransferable and non-assignable by depositors, unless otherwise consented to by us. You will not create or permit the subsistence of any encumbrance or third party interest over or against any of your accounts or over any of the monies held in such accounts.

4.13 If you make a payment from an account without giving the notice required for that account, we may make a charge or reduce the interest

payable on the account.

4.14 Unless we agree otherwise, when you give us an instruction to make a payment we will decide how the payment will be sent.

4.15 To make an international payment, we may have to send payments through another paying bank, and if this is the case, we will use a paying bank that is chosen by us.

4.16 In making an international payment we are acting for you. You will have to comply with any relevant local laws and you agree to indemnify us and hold us harmless against all obligations and responsibilities we incur as a result of acting for you.

4.17 When you give us instructions to make a payment from a specified account to a beneficiary in another country, you agree and acknowledge that (i) all such instructions shall be given by you only in accordance with the Foreign Exchange Management Act, 1999 and the rules and regulations made under such act from time to time (the "Exchange Control Laws"), and (ii) we shall have the sole discretion in respect of determining whether or not such instructions are in accordance with the applicable Exchange Control Laws.

5. Interest and charges

5.1 If interest is payable on the account we pay it in arrears by crediting your account. If applicable, we charge interest in arrears by debiting your account.

5.2 We tell you about the charges for all of our services in the additional conditions and these are normally debited to your account. Some of the fees for our services are charged in advance and you will be told about these before you take up the service.

5.3 We reserve the right to charge for additional services and to vary interest rates and charges from time to time in accordance with condition 13.

5.4 We will normally deduct tax on interest before we pay it subject to Reserve Bank of India ("RBI") regulations. If we can pay interest without deducting tax under current legislation we will do so provided we have received a request from you and any necessary documentation has been completed.

5.5 In accordance with RBI regulations, no interest shall be payable on current accounts. Interest on savings accounts shall be paid in accordance with RBI regulations and, in the event that RBI regulations do not stipulate the rate of interest for a specific account, the rate of interest shall be as determined by us from time to time.

6. Statements

6.1 We will provide statements showing all amounts added to or taken from your account since the previous statement. You must check your statement carefully and tell us at once if it includes something which appears to you to be wrong or not in accordance with your instructions. Any such statement shall for all purposes be considered correct and we shall not be liable for any item or payment charged to the account or for any error in the statement of account as rendered unless you notify us in writing of the claim within 14 days from the receipt of such statement of account.

6.2 We will correct any entries we make by mistake to your account as soon as possible after you tell us about them. If we notice a mistake concerning entries on your account we will rectify the error by passing the appropriate entry to your account and we will tell you what we have done.

6.3 If electronic statements are available for any of our services you can ask us to issue you with electronic statements in place of paper based statements.

6.4 We may put messages on your statements to tell you about changes to this agreement.

7. Borrowing from us

7.1 We expect you to keep your account(s) in credit and maintain any required minimum account balance unless we agree to lend you money. Overdrafts are not available on certain types of account.

7.2 You should request us to make our overdraft services available to you before your account goes into overdraft. When we agree to lend you money we will tell you the terms of the facility, the limit and the interest rate and charges which you must pay and we will confirm these details and any other conditions in writing.

7.3 If you do not request us to make overdraft facilities available to you in accordance with condition 7.2, you may still request the use of our overdraft facilities by seeking to make a payment on your account (for example by writing a cheque or by using your debit card or making a standing order or direct debit payment) even though there are insufficient funds standing to the credit of your account to meet such a payment. When you seek to make such a payment, or if such a payment would cause you to exceed the limit of an overdraft agreed with you in accordance with condition

7.4 It shall be entirely within our discretion whether we agree to process your payment. Whether or not we do so, we shall be entitled to charge you our fees for considering whether to process each such payment and interest, as set out in our additional conditions. When this condition applies to a guaranteed cheque, you will be deemed to have applied for overdraft facilities for which the fees set out in our additional conditions will be charged.

7.5 We may make any searches and enquiries which we think are appropriate when you apply for banking services and to borrow or if we wish to consider increasing the amount of money we may lend to you or offering you other products now or in the future.

7.6 If you: (i) overdraw without agreeing an overdraft with us; or (ii) exceed an agreed overdraft limit, We may ask you to make an immediate payment into your account even if we have acted on an instruction at our sole discretion, which takes your borrowing over the agreed limit. We will charge our unauthorised interest rate and fees on the amount of the overdraft or excess until either it has been repaid or we have agreed an overdraft or an increased limit with you. Unless we have specifically agreed otherwise with you, we may demand the repayment of, or reduction in, your overdraft at any time without notice. Until you repay us in full we will charge interest and fees at the rates set out in the additional conditions both before and after any court/tribunal order in our favour for repayment.

7.7 We may use any amounts you have on any account with us in any currency to reduce or repay any amounts you may owe us on any account (including any other amounts you may owe us), either in your own name or jointly with anyone else. Where we use funds in one currency in or

towards repayment of a debt in another, then condition 11.5 will apply. We will tell you promptly if we do this.

8. Responsibility for borrowing

8.1 Individuals are personally responsible for any money owed.

8.2 Joint account holders are individually and jointly liable for money owed to us. We have the right to demand repayment from all or any account holders for all or part of such.

8.3 The signatories to a limited company's account are not normally personally liable for money owed to us, unless they have entered into a separate agreement with us.

9. Our liability to you and your liability to us

9.1 Subject to the other provisions of this condition 9, we will be liable to you for any loss, injury or damage resulting from any failure, delay or error in carrying out your instructions (however caused), but our liability will be limited to the lower of:

- (i) the amount of such loss, injury or damage; and
- (ii) the amount of any interest you do not receive or any interest you have to pay as a result of such failure, delay or error.

9.2 We will not be liable to you if

(i) we do not act on your instructions for any reason under conditions 3.8, 3.9 or 4.9 or if

(ii) we cannot carry out our responsibilities under this agreement as a result of anything that we cannot reasonably control. This includes, amongst other things, any machine failing to work, complete or partial closure of any payment or settlement system, any force major event, industrial disputes and any act, omission or delay of any agent, correspondent or paying bank, or any third party.

9.3 We will not be liable to you in any circumstances for:

- (i) loss of business, loss of goodwill, loss of opportunity, loss of profit; and
- (ii) any type of special, consequential or indirect loss whatsoever.

9.4 If you wish to make a claim on us under this agreement you must notify us and give us such details of the loss as we may request as soon as you have identified it and in any case within six months after you become aware or should reasonably have become aware of the event or omission on which your claim is based. If you do not do so we will not be liable to you.

9.5 You will reimburse us for any costs incurred, loss, damage or liability we or our agents suffer in acting upon your instructions or resulting from the effect of any local laws or regulations have on payments made in accordance with your instructions or as a result of any breach by you of the terms of this agreement.

9.6 You will carefully control the issue of all instructions to us and make sure they are in accordance with the authority you have given us. We will not be liable to you if it can be shown that you have not exercised reasonable control over the operation of, and access to, your account and our services.

10. Disclosure of information

10.1 We may put the information obtained by us or given by you in your dealings with us on the Barclays Group information systems. This will be

used by us and other companies in the Barclays group to provide our services, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis) and so that we can develop and improve our services to you and other customers and protect our interests.

10.2 We and other members of the Barclays group will inform you about products and services (including those of others outside the Barclays group) which may be of interest to you, after receiving your consent to do so. You may tell us if you wish to stop receiving marketing material from us or other members of the group.

10.3 We may obtain or provide information about you and how you manage your account to the following:

- (i) Credit reference agencies, the Credit Information Bureau (India) Limited, the Reserve Bank of India or other organisations which may use and give out information for credit and assessment and to prevent fraud.
- (ii) People who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential.
- (iii) anyone we transfer, or may transfer, our rights and duties to under this agreement. 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. Otherwise we will keep information about you confidential.

10.4 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.

11. Special terms relating to foreign currency dealing, foreign currency accounts, cheques drawn abroad and foreign currency cheques

11.1 All foreign currency transactions will be dealt with in accordance with the prevailing foreign exchange regulations.

11.2 All foreign currency credit balances are held for us by a bank we choose in the country of that currency and are subject to any local practices (including working days) and laws. You are responsible for any exchange risk.

11.3 You must repay overdrafts in freely convertible and transferable funds in the relevant currency, at such banks as we may specify. You will be responsible for any costs incurred by us in obtaining repayment of overdrawn balances.

11.4 Notice periods for withdrawals may vary according to the currency. Details are available upon request.

11.5 When we convert foreign currency into Indian Rupees or any other foreign currency, we will do so at the exchange rate on the first available working day subject to our standard charges, which are contained in the additional conditions, which we will deduct from your account. The timing of debits and credits to your account depend on the currencies involved.

11.6 We may accept foreign cheques and other items on terms available on request. Cheques payable abroad which may be received for payment into your account will be negotiated at our discretion or collected at your expense. If any cheques are returned unpaid for any reason we will debit your account even if the return takes place after we have advised you of payment of the cheque. Negotiation and collection of cheques shall be subject to the current international Chamber of Commerce uniform rules for collections.

11.7 You agree that any forward exchange contract you enter into with us will be for commercial purposes and, if we ask you to do so, you will transfer

to us funds, and, or provide approved securities to meet the margin we think we need to cover exchange rate fluctuations.

12. Special terms relating to banking by computer (applicable to registered customers)

12.1 We will take reasonable care to ensure the security of and prevent unauthorised access to our computer banking services.

12.2 You must:

(i) use the service in accordance with, and subject to, the procedures contained in the user guide;

(ii) ensure all your computer equipment is in safe and efficient operating order and complies with the standards and requirements we tell you about from time to time;

(iii) make your own contingency arrangements to cover system or operating failures or suspension;

(iv) carry out your own virus checks;

(v) not change, copy or reverse engineer or allow any third party to use, change, copy or reverse engineer any software or any other materials provided by us without our consent;

(vi) tell us as soon as possible if you become aware of any failure, delay, malfunction, virus, programming error or error in the sending or receiving of instructions or any suspected fraud and assist us in any remedial steps we propose.

12.3 If you use our computer banking service outside the India you do so at your own risk, as it may constitute an offence in that country.

12.4 You acknowledge that the copyright and all other rights in the user guide and in the software supplied to you by us is owned by us or by the licensor of such software to us, if the terms of any contract we have with any licensor so specify.

12.5 If we own any software or security-related devices we have provided, it is licensed to you and you must use it exclusively in connection with this agreement and as described in the user guide. We shall be entitled to access the software and security-related devices during normal business hours and, in the event of any suspension or termination of the service(s), to remove the software, security-related devices or other materials we have supplied from your premises.

12.6 The records we maintain of any instructions you give us will be conclusive evidence of your instructions and of the time they are given except where there is an obvious mistake.

12.7 The records we maintain of any instructions you give us by computer will be final evidence of your instructions and of the time they are given except where there is an obvious mistake. You are responsible if, when you use our computer banking service, you give us incorrect instructions or mistakenly instruct us to make the same payment more than once.

13. Changing the terms of this agreement

13.1 We may change the terms of this agreement (including our charges and interest rates) and we may introduce changes to our charges and service(s) at any time by telling you about the change.

13.2 We will tell you about any changes by sending you written notice

(including putting a message on a statement or sending you an electronic message if you have agreed that we can communicate in this way).

13.3 Apart from changes to our interest rates which we can apply immediately, we will normally give you at least one month's notice of any changes. However, we may introduce changes as soon as we give you notice, if we consider they are necessary to take account of any legal or regulatory requirement or if we consider we can improve the service(s) by introducing technical or procedural amendments.

13.4 We will tell you about any changes which are to your disadvantage by:

(i) sending you written notice by post or computer;

(ii) putting messages on your statements; or

(iii) Text (or similar) messages.

14. Withdrawal, suspension, closure and termination

14.1 In exceptional circumstances we may at any time suspend the operation of any or all of the services but we will promptly notify you of any such suspension.

14.2 We may withdraw the provision of any service without terminating this agreement by giving you one month's prior notice in writing. You will continue to be liable in respect of all liabilities outstanding or arising after the service is withdrawn which relate to the period before withdrawal and you will return to us any equipment we provided in connection with that service.

14.3 You can close any account by telling us in writing. Any benefit or services we provide in relation to particular accounts will end as soon as your account is closed. You must pay us all amounts due in respect of interest and charges before the account can be closed. (In the case of joint accounts any one account holder may tell us provided you have agreed that any one of you can give us instructions).

14.4 We may take action to close an account immediately if we reasonably believe that:

(i) you are not eligible for the account; or

(ii) you have given us any false information at any time; or

(iii) we think you or someone else is using the account illegally; or

(iv) we think you have been in serious or persistent breach of this agreement or any additional conditions which apply to an account; or
(v) You have been declared insolvent by any court of competent jurisdiction; or

(vi) By maintaining your account we might break a law, Regulation, code or other duty which applies to us; or

(vii) By maintaining your account we may damage our Reputation.

14.5 We may choose not to close your account until you have returned any unused cheques and any computer banking software or equipment we have provided. You must repay any money you owe us, including the amount of any cheques or other payment instructions you have made, which have not been taken out of your account.

14.6 We can end our banking relationship with you by telling you in writing. We will normally give you at least one month's notice in writing.

14.7 We can give you a new account number and, or transfer your account to another branch if we close or combine branches.

14.8 We reserve the right to refuse to take a deposit or to decline to open an account or to provide a service without giving a reason for our decision.

In addition, all operations of accounts upon which an attachment order or other legal notice prohibiting operations of the accounts has been received will be suspended until such time as the prohibition order is removed.

14.9 You hereby agree and acknowledge that, on request, you shall immediately provide us with the list of all the banks with which you enjoy credit facilities. You further agree and acknowledge that in the event that we receive any objections from such working capital bankers within 15 days of communicating with them, we shall be entitled to close your accounts and terminate all relationships between us, at our sole discretion.

14.10 You hereby acknowledge that we reserve the right to close your account(s) after due notice and. or to apply charges if any required minimum balance on your account(s) is not maintained.

15. Dispute resolution

15.1 If you have a dispute or difference with us, you should use our internal dispute resolution procedures first. If the dispute or difference cannot be resolved in that manner, either of us may refer the matter to arbitration in accordance with the Arbitration & Conciliation Act 1996.

15.2 If you have a complaint, you should contact your relationship manager or the branch at which you maintain your account.

16. General provisions

16.1 This agreement is personal to you and any person who is not a party to this agreement will have no rights to enforce any of its terms. None of your rights, benefits or obligations relating to the agreement or any service provided under its terms may be assigned by you without our prior written permission.

16.2 Any waiver of a breach of any term of this agreement shall not affect our rights in the future in respect of any further breach of that or any other term.

16.3 This agreement contains our entire agreement with you in respect of the services provided under it and to the extent permitted by law. No warranty shall be implied or have any effect unless specifically included in the agreement and in any changes subsequently notified or the additional conditions.

16.4 This agreement is subject to rules and regulations of the Reserve Bank of India or any other regulatory authority and any directions issued by the Reserve Bank of India or such other regulatory authority and any modifications that may be made to such rules, regulations and directions from time to time. In the event of any inconsistency between this agreement (as amended from time to time) and the Reserve Bank of India Regulations, the provisions of the Reserve Bank of India Regulations shall prevail for all intents and purposes.

16.5 This agreement shall be governed by and construed and take effect in accordance with the Laws of India and you agree to submit, for our exclusive benefit, to the jurisdiction of the courts or tribunals having jurisdiction where our concerned branch is situated without prejudice to our right to commence proceedings against you in any other jurisdiction.

16.6 If any part of this agreement is unenforceable, unlawful or void in any jurisdiction then that part shall be separated from the rest of the agreement which shall continue to be valid and enforceable.

Terms and Conditions (for NRE, NRO, and FCNR Accounts)

These terms and conditions ("Terms") apply to and regulate the operation of the Accounts offered by Barclays Bank Plc to its Non Resident customers. These terms and conditions shall be in addition to any other terms as stipulated by BARCLAYS Bank from time to time.

1. Definitions

In these terms and conditions, the following words and phrases have the meaning stated hereunder unless indicated otherwise:

1.1 "Account Opening Form" (AOF) refers to the relationship form for Account;

1.2 "Customer" refers to any non resident person holding an Account with BARCLAYS Bank Plc at its Branches in India.

1.3 "Quarter" shall mean a financial quarter i.e. January March, April June, July September, October December in any financial year.

1.4 "Services" shall mean the services provided by BARCLAYS Bank in connection with the relationship of the Customer with BARCLAYS Bank and more particularly described in these Terms.

1.5 "Website" refers to the website owned, established and maintained by BARCLAYS Bank at the www.barclays.in

2. Interpretation

a. All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".

b. Words importing any gender include the other gender and the singular include the plural and vice versa

c. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.

d. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms.

e. Words "BARCLAYS Bank", "the Bank", refer to Barclays Bank PLC, a banking company incorporated under the laws of England and a scheduled commercial bank within the meaning of the Banking Regulation Act, 1949 through its branch offices in India

3. Applicability of Terms

The Terms form the contract between the Customer and BARCLAYS Bank. The Customer shall apply to BARCLAYS Bank in the prescribed form for operation of the Account and availing of the related Services. By applying for opening the Account, the Customer acknowledges that he / she / they has /have read understood and accepted these terms and conditions. These terms and conditions are in addition to any other terms and conditions applicable to the Customer basis his / her relationship with the Bank.

4. Account Opening & Operations of the Accounts

4.1 The account opening formalities are governed by the policies of BARCLAYS Bank and may be revised from time to time. It may require customer/s to submit duly filled application form/s along with the

prescribed set of documents stipulated including Permanent Account No. (PAN) or Form 60/61 from time to time, to the satisfaction of the Bank. The Account cannot be opened for business purposes.

In case the Account is opened with an account opening cheque, BARCLAYS Bank reserves the right not to open/activate the Account in the event the account opening cheque is dishonoured.

4.2 An Account may be opened in the names of:

- i) An individual in his/her own name.
- ii) Two or more persons in their joint names.

4.3 All the Accounts maintained in the name of an individual shall be operated singly by the individual or the Power of Attorney / Mandate holder of such individual and in the case of joint accounts, by the account holders jointly, or by either of the joint-holder/s or as may be specified by the joint account holder/s in the opening form, or by their Power of Attorney holders and accepted by BARCLAYS Bank in its discretion.

4.4 In case of joint Accounts, any change in operational instructions or any other information with regard to the Account Opening Form is to be given by all the joint account holders irrespective of the mode of operation.

4.5 BARCLAYS Bank may send through courier or post from time to time to the mailing address furnished by the Customer, statements of account, balance confirmation certificate, cheque books, Debit cards, various PIN mailers and such other items relevant or pertaining to the Account. It is duty of the Customer to intimate change in mailing address, if any, immediately. BARCLAYS Bank shall not be responsible for any loss, damage or consequences for wrong delivery of the above items arising out of non-intimation of change in mailing address / wrong address.

4.6 The Customer is / are expected to examine the entries in the Account statement on receipt, and draw the attention of BARCLAYS Bank to any errors or omissions that might be discovered. BARCLAYS Bank does not accept any responsibility for any loss arising out of failure on the part of the Customer to carry out examination of entries in the passbook/statement and to point out such error and/or omission within Twenty one (21) days from the date of the statement/ updation of passbook.

4.7 The Customer shall open the Account with a minimum balance as prescribed by BARCLAYS Bank from time to time. The Customer shall be responsible for maintaining a minimum average balance during a Quarter ("QAB"). Failure to maintain the prescribed QAB may attract service charges and such charges shall be payable by the Customer and Customer hereby authorises the Bank to deduct such charges from the Customer's Account without waiting for any additional instruction to that effect from the Customer.

4.8 The Customers are expected to provide PAN or Form 60 or any other document as may be prescribed by tax authorities from time to time for opening the Account, opening of term deposits, acceptance of cash deposits, Purchase of bank drafts, pay orders, bankers cheque in cash etc. in accordance with the provisions of Rule 114B of the Income Tax Rules, 1962 (As amended from time to time) and compliance thereof.

5. Cheque Book

5.1 Cheque books will be couriered directly to the mailing address given by the Customer provided all formalities are completed. Subsequent cheque books can be requisitioned through the requisition leaf available in the cheque book or through ATMs subject to satisfactory conduct of the

Account. Cheque books are normally issued free of cost, however, BARCLAYS Bank reserves the right to recover the cost of the cheque book requisitioned. Delivery costs like courier charges, would however be recovered from the customers.

5.2 Alterations, if any, on cheques are required to be authenticated by the drawer's signature against each such alteration. BARCLAYS Bank reserves the right to refuse payment of cheques that have been altered in any way unless the alteration is authenticated by the drawer under full signature as per specimen on record with BARCLAYS Bank. Cheques should be drawn in such a way as to prevent alteration after issue and the drawer's signature should be uniform with that on record.

5.3 BARCLAYS Bank will record and accept instructions from the drawer for stopping payment requests against cheque/s that are lost, stolen, or not required to be paid against, only if such instructions are received from the drawer by the Bank, prior to presentment of such cheques at the Bank and BARCLAYS Bank shall not be responsible in any manner whatsoever for any losses caused, or payments made, if the cheques are presented for payment to BARCLAYS Bank prior to receipt of instructions, if any, from the drawer of the cheque/s if the stop payment requests are logged after payment against such cheques has been initiated by BARCLAYS Bank. BARCLAYS Bank may charge Service charge for such countermending instructions.

5.4 BARCLAYS Bank may dishonour and/or return cheques unpaid which are altered, if considered by the Bank to be ambiguous or suspicious in any way, or if received for payment more than six months after the date the cheque is drawn.

5.5 Customer should issue cheques in the account only after making prior arrangement of funds in the account to avoid returns/dishonour. If a cheque issued by a Customer is required to be returned for insufficient balance in the Account or for being in excess of arrangements, a penalty/charge may be levied by BARCLAYS Bank. If any cheque deposited by the Customer is returned unpaid, service charge may be recovered from the Customer. In case of large number of returns/dishonours in the account, the Bank reserves the right to take corrective action for the specific accounts as deemed fit including the closure of the Customer's Account.

6. Safe Keep of ATM and /or Debit Card, Passwords and Cheque Book

The Customer shall be solely responsible for the safe-keeping and the confidentiality of the statements of account, balance confirmation certificate, cheque books, ATM and /or Debit card and its PIN, user id and passwords relating to internet banking and such other items relevant or pertaining to the Account.

7. Conduct of Account

7.1 A Customer may request for transfer of his/her Account from one branch to another branch of BARCLAYS Bank by giving a written request along with, surrender of the ATM/Debit card and unused cheque book(s). BARCLAYS Bank will close the Account and arrange to open a new Account at the other branch and will issue new cheque book, new ATM and /or Debit card, etc.

7.2 Transactions are entertained normally during banking hours at the branch where the Account is maintained or at any other BARCLAYS Bank Branches in India. BARCLAYS Bank shall not be liable for any delay on any account of failure of connectivity. Banking at the Branches will not be

available on the day(s) when the branch where the account holder has his/her Relationship, is closed.

7.3 Standing instructions are accepted free of charge only for transferring funds from Account to Fixed deposit. Other standing instructions may be subject to service charges, you are advised to check Schedule of Charges (SOC).

7.4 BARCLAYS Bank in its sole discretion may restrict the number of withdrawals in the Account.

8. Dormant Account

8.1 BARCLAYS Bank may classify an Account as Dormant if there are no customer-induced transactions for 12 months in the account. Customer induced transactions shall mean any credit or debit transactions done by a Customer in his Account through the following modes:

- Transactions through cheque.
- Cash or cheque deposit.
- Cash withdrawal through Branch.
- Withdrawal or deposit through ATM.
- Transaction through internet.
- Transaction by standing instruction, ECS and EFT.

8.2 BARCLAYS Bank may in its sole discretion levy applicable charges and deny Services and/ or transaction in the Account of a Customer which has been classified as Dormant.

9. Clearing Facility

9.1 Cheques, drafts, bills, dividend / interest warrants and other instruments issued in favor of the Customer are accepted for collection on Customer's behalf. The collection of outstation instruments entails collection charges. BARCLAYS Bank does not accept any responsibility for loss, delay, mutilation or interception of the instruments in postal or courier transit. BARCLAYS Bank does not accept or share any responsibility for delay in realisation of such instruments or for the genuineness, validity or correctness of the signatures or endorsements thereon. The withdrawals against such instruments are permissible only on realisation or proceeds by BARCLAYS Bank. Any provisional credit allowed at the discretion of BARCLAYS Bank for an instrument under collection is recoverable with interest if the Instrument is returned unpaid. BARCLAYS Bank has right to disallow any drawings against such provisional credit (shadow balance).

9.2 BARCLAYS Bank has the authority to debit the accounts to recover any amount credited erroneously.

9.3 Local cheques, etc., may be tendered for collection sufficiently early in the day as required vis-a-vis the local clearing house timings. Withdrawals against clearing cheques will be normally permitted only against cleared balances as per clearing house rules.

9.4 In cases where a cheque is returned, the amount in respect of which had already been credited to the Customer's Account and/or in respect of which withdrawal was permitted, BARCLAYS Bank will reverse the credit of such amount and debit the amount equal to the amount of the returned cheque. In such cases, if the Account does not have sufficient funds, the outstanding amount shall be deemed to be a temporary overdraft granted to the Customer and the Customer is bound to repay the amount immediately on demand by the Bank. In debiting the amount as aforesaid, BARCLAYS Bank would debit the amount credited or the Rupee amount equivalent to the relevant foreign currency denominated cheque whichever

is higher. The service charges, penalties and other charges as applicable will also be levied by BARCLAYS Bank in such instances.

10. Charges/Fees

Charges in connection with the operation of the Account and the Services would be levied at the rates as mentioned in the Schedule of Charges (SOC) and posted on the Website from time to time. Charges will be debited to the Account at such intervals as may be deemed fit by BARCLAYS Bank.

BARCLAYS Bank will also have the right to set-off the service charges, charges for non-maintenance of QAB or any wrong credit or late returns reported by the correspondent bank /counter party by debiting the Account, without requirement of providing further notice or seeking additional consent / authorisation. In case balance in the Account becomes overdrawn as a result of such set-off, BARCLAYS Bank will be entitled to charge interest at such rates as BARCLAYS Bank may deem fit in its sole discretion, for the period for which the Account remains overdrawn at any time during the maintenance of the Account. In case of any shortfall in the Account or in the event of closure of the Account, the Customer shall be liable to pay the amount outstanding on account of charges / interest or otherwise to BARCLAYS Bank, forthwith, without demur or protest.

The Customer agrees and confirms that in the event any of the Services in connection with the Account are or become liable to tax under the applicable laws and regulations, the Customer shall bear all the taxes or duties (by whatever name called) in connection with such Services and BARCLAYS Bank is hereby authorised to deduct any such amount from the Account, without requirement of providing further notice or seeking additional consent/authorisation.

In the event of occurrence of any of the above events, the Customer shall receive balance amounts, net of all deductions made as per the terms and conditions hereof. The Customer shall be intimated at the last address provided by the Customer and required to collect all such amounts, from BARCLAYS Bank; in case the Customer does not collect the amounts within the time period stipulated by the Bank in the communication sent to him / her as above, then BARCLAYS Bank shall send the amounts at the last known address of the Customer and will not be liable for any reason whatsoever in case of non-receipt of such amount/s by the Customer or any losses or damages incurred by the Customer as a consequence thereof

11. Holiday / Processing

Any transactions on any Sunday or any public holiday may be shown in the Account, at the sole discretion of BARCLAYS Bank, as having taken place on the same or subsequent business day of BARCLAYS Bank. All deductions/accretions on such amount shall be deducted/accrued as of such day. BARCLAYS Bank shall not be responsible for any loss of interest or liability incurred/suffered by the Customer including but not limited to return of cheques, loss of interest arising due to such transaction being not shown on the day the same actually occurred. The Cheques, / drafts, / pay orders / or like deposited on any day which is a Sunday or public holiday or after the time of clearing for the day is normally effected by BARCLAYS Bank shall be sent for clearing on the next business day of BARCLAYS Bank.

12. Statement of Account

The Statement of Accounts for each Account shall be issued & charged on a frequency as determined by the BARCLAYS Bank for each Account.

Unless disputed by the Customer within twenty one (21) days of mailing of the statement, the same shall be deemed to be accepted by the Customer. BARCLAYS Bank reserves the right to rectify discrepancies in the statement of Account, if any, at any point of time. If Customer delays in examining the statement or in reporting a problem or error, it may affect BARCLAYS Bank's ability to resolve the problem, and Customer shall be liable for the losses that may occur.

All the statements will be mailed to Customer's communication address as per BARCLAYS Bank's records. BARCLAYS Bank shall not be responsible for statements lost in mail/post. The Customer should contact BARCLAYS Bank promptly if the Statement is not received and ask for duplicate statements, if required. With the approval or at the request of the Customer, statement of Account may be sent to the Customer's e-mail address. Customers are required to verify the authenticity of the emails received by them and BARCLAYS Bank shall not be liable in the event any statements are received by the Customer's from fraudulent persons / imposters. BARCLAYS Bank shall not be liable in the event of any defects or failure in the computer system / network of the Customer on account of receipt of email/s by the Customer from BARCLAYS Bank. Duplicate statements are issued at the request of the Customer for a fee. Ordinarily, duplicate statements are issued only for a period not exceeding 36 months prior to date of request.

13. Payment of Interest

Interest is paid on the minimum credit balance maintained between the 10th day and last day of each calendar month in the Account at the rate in force in accordance with RBI directives after deduction of tax at applicable rates. Interest so calculated is rounded off to the nearest rupee, ignoring fractions of a rupee. Interest is paid every half year in September and March.

14. Death or Incompetence

The Customer agrees to notify BARCLAYS Bank promptly if any of the joint account holders or authorized signatory of the Account dies or is either dead or declared incompetent by a court. BARCLAYS Bank may place a freeze on the Account and stop all operations when any of the joint accountholders or authorized signatories dies or is declared incompetent or Bank is informed in writing by any of the account holder about the dispute among the account holders. BARCLAYS Bank may retain the freeze on the Account until it establishes the identity and credentials of the successor/beneficiary to its satisfaction or, in case of dispute, a letter signed by all account holders requesting the Bank to de-freeze the account is received by the Bank.

On the death or bankruptcy of a NRE/NRO Savings Account holder, the NRE/NRO Savings Account and interest due will be repaid on demand. Where a NRE/NRO Savings Account is in Joint names and one party dies, the survivor(s) may elect to Transfer the NRE/NRO Savings Account to his/her/their sole name(s) for the remaining term or may receive the capital value and accrued Interest without notice or loss of interest. Where all the account holders are deceased then the balance and interest due will be repaid on production of the regulatory requirements governed by the Indian Law.

15. Nomination Nomination facility is available for the Account in the name(s) of individual(s). Only one nominee is permissible for an Account and the nomination is to be made by the Customer duly witnessed by a third person. The Customer should ensure that he/ she gets/ is given the acknowledgement as per the nomination rules framed by Reserve Bank of India. The Customer is at liberty to change the nominee, through declaration in the appropriate form to revise the nomination during the

currency of the Account with BARCLAYS Bank.

16. Change of communication address

Customer agrees to notify BARCLAYS Bank regarding change in his/her residence/employment address, contact number and e-mail id for communication as stated in the application form for opening the relationship, and provide any other information that BARCLAYS Bank may require from time to time. In case account holder fails to update communication address BARCLAYS Bank disclaims all liability resulting from any loss or damage due to delivery of deliverables like Insta-kit, cheque book, debit card, internet banking user id/ password etc. to the incorrect address.

17. Closure of the Account

BARCLAYS Bank reserves the right to close or freeze the Account(s), after due notice to the Customers for reasons which may include, but not limited to, the following:

- a. In case any of the documents furnished towards Identity and address proof are found to be fake / forged / defective;
- b. Account opening cheque is returned unpaid for financial reasons/ signature not matching;
- c. In case fraudulent / forged / fake cheques / bank drafts or any such instruments are attempted to be cleared / cleared through the Account;
- d. In case of frequent returns of inward / outward cheques in the Account;
- e. In case debit balance is allowed to continue for more than 90 days in the Account;
- f. Improper conduct of the Account in terms of volume / type of transactions;
- g. For unsatisfactory conduct of the Account.
- h. Such other reason that may be prejudicial to the Bank.

The Customers shall be solely liable for return of cheques / dishonouring of any instruments consequent to such closure and all costs / charges arising out of such closure / freezing of the Account(s).

Upon closure of the Account(s) for any of the reasons specified above or otherwise, the Customer shall take steps to collect any balance amount in the Account, if any, and till such time the Customer collects such amounts, BARCLAYS Bank reserves the right to keep such amount with it or to prepare a DD / PO in the name of the account holder and send it to the customer at the address of the Customer recorded with it.

18. Sharing of Information & Disclosure

The Customer undertakes and authorises BARCLAYS Bank, its Group Companies to exchange, share or part with all the information, data or documents relating to his/her application to other BARCLAYS Group Companies / Credit Bureaus / Agencies / Statutory Bodies / Tax authorities / Central Information Bureaus/ such other persons as BARCLAYS Bank / its Group Companies may deem necessary or appropriate as may be required for use or processing of the said information / data by such person/s or furnishing of the processed information / data / products thereof to other Banks / credit providers / users registered with such persons and shall not hold BARCLAYS Bank / its Group Companies liable for such use / sharing of this information.

The Customer hereby irrevocably authorises BARCLAYS Bank to disclose, as and when BARCLAYS Bank is required to do so by applicable law or when BARCLAYS Bank regards such disclosure as necessary or expedient

(including but not limited to disclosures for the purpose of credit review of any Account, service/s or credit facilities received by the Customer from BARCLAYS Bank whether singly or jointly with others or otherwise), any information relating to the Customer, his/her Account(s) or other assets or credit facilities whatsoever held on the Customer's behalf to:- the head office, affiliates or any other branches or subsidiaries of BARCLAYS Bank; his/her auditors, professional advisers and any other person(s) under a duty of confidentiality to the Bank; vendors, installers, maintainers or servicers of BARCLAYS Bank's computer systems; any exchange, market, or other authority or regulatory body having jurisdiction over BARCLAYS Bank, its head office or any other branch of BARCLAYS Bank or over any transactions effected by the customer or the Borrower or for the customer's or the Borrower's account; any party entitled to make such demand or request; any person with whom BARCLAYS Bank contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under the Terms; any person (including any agent, contractor or third party service provider) with whom BARCLAYS Bank contracts or proposes to contract with regard to the provision of services in respect of the Customer's or the Borrower's account(s) or Facilities (as the case may be) or in connection with the operation of BARCLAYS Bank's business; any person employed with, or engaged as an agent by, the Bank or its head office or affiliates, including any relationship officers for the purposes of or in connection with interactions with the Customers or providing services to the customers or the Borrower's or processing transactions pertaining to the Customers' or the Borrower's accounts or Facilities; and to enable BARCLAYS Bank to centralise or outsource its data processing and other administrative operations) to BARCLAYS Bank's head office, its affiliates or third parties engaged by the Bank for any such services/operations.

The Customer hereby agrees and consents that BARCLAYS Bank shall be entitled, in connection with the Customer's application for any account, facilities or services provided by BARCLAYS Bank, or during the course of the Customer's relationship with BARCLAYS Bank, to obtain and procure information pertaining to the Customer or any of his/ her/ its accounts, legal or financial position from whatever sources available to BARCLAYS Bank.

19. Non-Transferability

The Account and the Services provided to the Customer are not transferable under any circumstance and shall be used only by the Customer. However, BARCLAYS Bank shall have the right to transfer, assign or sell all its rights, benefits or obligations to any person and these Terms shall continue to be in force and effect for the benefit of the successors and assigns of BARCLAYS Bank.

20. Notices

Notices in respect of the Account, the services and facilities in connection with the Account may be given by BARCLAYS Bank either through email or posting a letter to the Customer's address. BARCLAYS Bank may also give any notice by posting the notice on the Website and the same will be deemed to have been received by the Customer upon its publication on the Website.

All notices in connection with the Services or the Account by the Customer to BARCLAYS Bank shall be in writing and sent to the address as provided below and all notices shall be deemed to be received by BARCLAYS Bank only upon acknowledgment of receipt of the same in writing by BARCLAYS Bank.

Head NRI Services,
Barclays Bank Plc, Ceejay House,
Dr. A B Road, Worli, Mumbai -400018, India.

21. Electronic Transactions & Electronic Instructions

The Customer agrees to adhere to and comply with all such terms and conditions as BARCLAYS Bank may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of BARCLAYS Bank, for and in respect of the Account, or BARCLAYS Bank's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with BARCLAYS Bank's terms and conditions for such facilities, as may be prescribed by BARCLAYS Bank from time to time.

The Customer agrees that BARCLAYS Bank shall not be liable in whatsoever manner for executing any instructions BARCLAYS Bank receives through Telephone, Facsimile or other form of electronic communication. The Customer further agrees to keep BARCLAYS Bank indemnified from and against all claims either by the customer or any other, actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) and howsoever arising, which may be brought or preferred against BARCLAYS Bank or that BARCLAYS Bank may suffer, incur or sustain by reason of or on account of BARCLAYS Bank having so acted whether wrongly or mistakenly or not, or of BARCLAYS Bank failing to act wholly or in part in accordance with the instructions.

22. Indemnity

The Customer hereby agrees that the Customer shall, at his/its own expense, indemnify, defend and hold harmless BARCLAYS Bank from and against any and all liability any other loss that may occur, arising from or relating to the operation or use of the Account or the Services or breach, non-performance or inadequate performance by the Customer of any of these Terms or the acts, errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations.

Under no circumstances shall BARCLAYS Bank be liable to the Customer for any indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services.

BARCLAYS Bank shall not be liable for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the Customer howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.

The Customer shall indemnify BARCLAYS Bank as collecting banker for any loss or damage which BARCLAYS Bank may incur or suffer by guaranteeing any endorsement or discharge on a cheque, bill or other instrument presented for collection and such guarantee as given by BARCLAYS Bank shall be deemed to have been given in every case at the Customer's express request.

The Customer shall keep BARCLAYS Bank indemnified at all times against, and save BARCLAYS Bank harmless from all actions, proceedings, claims, losses, damages, costs, interest (both before and after judgement) and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by BARCLAYS Bank in resolving any dispute relating to the Customer's Account with BARCLAYS Bank or in

enforcing BARCLAYS Bank's rights under or in connection with these Terms contained herein, or which may have arisen either directly or indirectly out of or in connection with BARCLAYS Bank performing its obligations hereunder or accepting instructions, including but not limited to, fax and other telecommunications or electronic instructions, and acting or failing to act thereon.

If any sum due and payable by the Customer is not paid on the due date, including without limitation any moneys claimed under this Paragraph, the Customer shall be liable to pay interest (both after as well as before any judgement) on such unpaid sum at such rate or rates as BARCLAYS Bank may from time to time stipulate from the date payment is due up to the date of payment.

The Customer shall solely be responsible for ensuring full compliance with all the applicable laws and regulations in any relevant jurisdiction in connection with establishment of his/her Account with BARCLAYS Bank and shall indemnify and keep indemnified BARCLAYS Bank from all actions, proceedings claims, losses, damages, costs and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by BARCLAYS Bank in connection with any failure to comply with any such applicable laws/regulations. The indemnities as aforesaid shall continue notwithstanding the termination of the Account.

23. No Encumbrances

The Customer shall not create or permit to subsist, any encumbrance or third party interest over or against any account(s) with BARCLAYS Bank or any monies lying therein without BARCLAYS Bank's express prior written consent.

24. Bankers lien and right of Appropriation and Setoff

BARCLAYS Bank shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on all the deposits held/ balances lying in any Account of the Customer, whether in single name or joint name(s), to the extent of all amounts payable by the Customer arising as a result of any of BARCLAYS Bank's services extended to and/or used by the Customer or as a result of any other facilities that may be granted by BARCLAYS Bank to the Customer. BARCLAYS Bank is entitled without any notice to the Customer to settle any indebtedness whatsoever owed by the Customer to BARCLAYS Bank, whether actual or contingent, or whether primary or collateral, or whether joint and/or several, including without limitation indebtedness under any indemnity given by the Customer to BARCLAYS Bank hereunder or under any other document/ agreement, by adjusting, appropriating, setting-off any deposit(s) and transferring monies lying to the balance of any Account(s) held by the Customer with BARCLAYS Bank, notwithstanding that the deposit(s)/ balances lying in such Account(s) may not be expressed in the same currency as such indebtedness. BARCLAYS Bank's rights hereunder shall not be affected by the Customer's bankruptcy, insolvency, death or winding-up.

In addition to BARCLAYS Bank's rights of set-off, lien or any other right which it may at any time be entitled whether by operation of law, contract or otherwise, the Customer authorises BARCLAYS Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Customer with or to any branch or office of BARCLAYS Bank (whether in India or elsewhere); and (b) to apply, appropriate, set-off or transfer at any time (without prior notice to the Customer) any credit balance (whether or not then due) to which the Customer is at any time beneficially entitled (whether singly or jointly) on any account, in the Customer's name or

jointly with any other person, with any branch or office of BARCLAYS Bank (whether in India or elsewhere) towards the satisfaction of any or all of the Customer's liabilities (whether such liabilities be present or future, actual or contingent, primary or collateral, or several or joint) under the Terms or for the Customer's account(s) or under the terms of any other facilities that may be granted by BARCLAYS Bank to the Customer.

In respect of a joint Account, BARCLAYS Bank shall be entitled to appropriate, set-off any sums standing to the credit of such joint account against the debit balance in other accounts which may be held by one or more holders of such joint Account.

BARCLAYS Bank shall not be under any obligation to exercise any of its rights under this Paragraph. The abovementioned rights of BARCLAYS Bank are without prejudice to the obligations of the Customer to pay to BARCLAYS Bank when due all its indebtedness and without prejudice to any other rights that BARCLAYS Bank may have against the Customer for recovery of outstanding from Customer to BARCLAYS Bank.

BARCLAYS Bank shall be entitled to withhold payments out of the Customer's Account or dishonour the Customer's cheque/ instructions in case any amounts outstanding from the Customer to BARCLAYS Bank are not paid when due.

25.Fixed Deposits

Further, in addition to the terms stated hereinabove, for Fixed / Term Deposits following shall be applicable:

1. Date of Fixed Deposit

1.1 The effective date of Fixed Deposit shall be the date on which the bank gets funds to its account. No Fixed Deposit Receipt is issued in anticipation of realisation of the cheque.

2. Auto Renewal

2.1 Fixed deposits are also accepted with auto-renewal facility at periodicity as opted by the depositors.

3. Fixed Deposit Receipt / Memorandum of Deposit

3.1 Fixed Deposit Receipt or Memorandum of Deposit will be issued to Customer as may be decided by the Bank from time to time for customer convenience.

4. Taxability

4.1 Taxability of deposits is applicable as per Income Tax Act, 1961.

5. Payment of Interest on Fixed Deposit

5.1 Interest on rupee denominated fixed deposits is reckoned/paid at quarterly intervals, at the rates applicable at the time of acceptance as the case may be, in accordance with RBI directives.

5.2 The interest on FCNR(B) deposits will be paid on the basis of 360 days to a year. The method of calculation of interest is as below:FCNR(B) deposits for one year, the applicable rate without any compounding effect. In respect to FCNR(B) deposits for more than 1 year, at intervals of 180 days each and thereafter simple interest for remaining actual number of days.

Options after the maturity of the term deposit:

a) To rollover the principle at the prevailing NRE/NRO/FCNR Term Deposit rates

b) To rollover the principle plus interest at the prevailing NRE/ NRO/ FCNR Term Deposit rates

c) To pay out to another account for which you will provide details.

On maturity, the NRE/ NRO/ FCNR Term Deposit will be automatically opened on your behalf on the next working day after your current NRE/NRO/FCNR Term Deposit matures if no instructions are received. Confirmation of the details of your new NRE/NRO/FCNR Term Deposit will be sent to you shortly after the account has been opened. The Instructions must include the NRE/NRO/FCNR Term Deposit holder's original Signature.

Premature closure of Fixed Deposits

Withdrawals, whether partial or of the full amount, from the Term Deposit are permitted but are subject to penalties. Details of the penalties are available in your branch. We must receive five (5) business days prior written notice for withdrawal (Except for Individuals and HUF). Where you hold a significant amount (as determined by us) in a Term Deposit, we may (at our discretion) refuse to allow withdrawals or early repayment by giving you written notice promptly after your request, unless the law otherwise provides.

NRE/FCNR Term Deposits : Where permitted this would result in non payment of interest if Premature Redemption of deposits is within 12 months from date of booking the deposit. In premature redemption, if the Term Deposit has been invested for more than 12 months, interest will be paid for each completed 12 months.

NRO Term Deposits : The interest slab rate for the premature tenor minus a penalty of 1% would be paid out on the deposit in case of a premature penalty. Minimum tenor of the deposit is 7 days.

26. Change of Terms

BARCLAYS Bank shall have the absolute discretion to amend or supplement any of the Terms at any time. BARCLAYS Bank may communicate the amended Terms by hosting the same on the Website or in any other manner as decided by BARCLAYS Bank. The Customer shall be responsible for regularly reviewing these Terms including amendments thereto as may be posted on the Website. The Customer hereby undertakes that it shall keep him/her self updated about the then applicable Terms and conditions before any / every use or operation of the Account.

27. Governing Law

The laws of India shall govern these Terms. The Parties hereby agree that any legal action or proceedings arising out of the Terms shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. BARCLAYS Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction. Any provision of the Terms which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

Terms and Conditions (For Subscription for Account Statement by email)

I/We, the customer, understand that Barclays Bank PLC (Bank), enables its customers to receive statement of their bank accounts by way of post (physical bill) and / or by way of an email.

Following terms and conditions will be binding on me/us if I/we opt for statements only via email. In the event any of the terms mentioned herein below is not acceptable to me / us, I / we shall intimate the Bank of the same and request the Bank to send statement of our accounts only in physical form (by way of post).

1. I/We understand that sending the Statement of Accounts via e-mail is for my/our convenience. The Bank shall not be liable or responsible for any breach of secrecy or confidentiality in any manner whatsoever on account of the information/statement of accounts being sent by email ("e-Statements") so long the same is sent at the e-mail address given by me / us in writing.
2. I / We understand that if I / we had opted to receive monthly statements via emails (e-Statements), statement(s) in the physical form will not be send to me / us unless otherwise specifically requested by me / us in writing.
3. I/We shall verify the authenticity of the Emails I/we receive. I/We shall not hold the Bank responsible for any e-Statement received from frauds/imposters. I/We shall not hold the Bank liable if any problem arises with my/our computer network because of me/us receiving e-Statements from the Bank.
4. I/We understand that Internet transmission lines are not encrypted and that email is not a secure means of transmission I/We understand, acknowledge and confirm that (i) Internet is per se susceptible to fraud, misuse, hacking and other actions to that effect; and (ii) 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. Despite Bank taking security steps which it is required to take under applicable laws, rules or regulations, I/We acknowledge and accept that such unsecure transmission methods involve the risk of possible unauthorized alteration of data and/or unauthorized usage thereof for whatever purposes.
5. I/We undertake to inform the Bank in writing of any change in the e-mail address given by me / us.
6. The Bank shall not be responsible if I/we do not receive the e-Statements due to incorrect email address furnished by me and / or technical reasons
7. I/We are authorised by the other holders to receive the e-Statements at the above email address on behalf of the other holders.
8. I/We confirm to have read and understood the Terms & Conditions pertaining to my/our account.
9. The use and storage of any information including without limitation, the password, account information, transaction activity, account balances and any other information available on my / our (the Customer's) personal computer is at my / our own risk and my / our sole responsibility and liability.
10. I/We understand that these terms and conditions are in addition to the other terms and conditions applicable to my Bank accounts and can be changed by the Bank from time to time.