

## Terms & Conditions

- Current Account
- Term Deposits
- Commercial Internet Banking
- Doorstep Banking
- Business ATM cum Debit Card
- E-statements

### 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](http://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](http://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 shall not 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 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 freezed 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: 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

## 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 e 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 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.

## 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").

## 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 except for Individual or HUF 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 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/or alter these conditions and if we choose to do so we shall make available such updated Terms & Conditions on [www.barclays.in](http://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 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 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 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 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 your 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 be 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. GCAS 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.

## TERMS AND CONDITIONS FOR COMMERCIAL INTERNET BANKING- INDIA

### 1. Definitions

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

- "Account" means all existing, new and future Accounts of the Customer at Barclays in India which are designated by Barclays to be eligible for the use of Internet Banking Service.
- "Barclays" means 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 and at such other places as may be notified from time to time.
- "Business Hours" means the time period for which Barclays is open for business and the Business Hours may vary for each branch of Barclays, as notified from time to time.
- "Charges" means all Charges, fees, interest, costs and expenses levied by Barclays in accordance with any applicable law or agreement (in each case as modified from time to time) with respect to any account and/or Internet Banking Service on the Customer and shall include service tax and any other applicable taxes.
- "Customer" refers to the person or persons (i) in whose name the Account(s) with Barclays are existing, may be opened (changed) now or at any time in future; and/or (ii) to whom the Internet Banking Service is made available at Barclays' sole discretion.
- "Identification Information" means the unique identifier, password, code, digital certificate, private key, public key, e-token, PIN and any information and/or mechanism provided by Barclays to the Customer (as determined and issued by Barclays from time to time at Barclays' sole discretion) to uniquely authenticate and verify a Customer and his actions in relation to the Internet Banking Service.
- "Instruction" means any Instruction or command purportedly to be given by the Customer in reference to any Internet Banking Service using Identification Information and effective after authentication.
- "Internet Banking Service" means the facilities offered by Barclays, at its sole discretion, to carry out various transactions or avail of information over the internet. The Internet Banking Service may be provided by Barclays directly or (in part or in full) through its associates or contracted service providers.

1.2 In these Terms and Conditions, unless a contrary intention clearly appears, words importing (i) any one gender include the other gender; and (ii) the singular include the plural and vice versa (iii) and person includes created entities (corporate or non-corporate) and vice versa.

### 2. General

2.1 Before signing the application, the Customer is expected to enquire, read and understand all the applicable Terms and Conditions (including

recorded herein).

2.2 By signing the Internet Banking Service application form or by acknowledging receipt of the Identification Information, the Customer is deemed to have acknowledged that he has read, reviewed, understood and unconditionally and irrevocably accepted all the applicable Terms and Conditions. The Terms and Conditions shall form the contract between the Customer and Barclays for availing of the Internet Banking Service and shall be further subject to such other terms as Barclays may specify from time to time. Barclays expressly reserves the right at any time and without prior notice to the Customer, to add, alter, modify, change or vary all or any of the Terms and Conditions or to replace wholly or in part this programme by another programme, or withdraw it altogether and Barclays shall make such updated Terms and Conditions available at [www.barclays.in](http://www.barclays.in). The Customer hereby undertakes that it shall keep him/herself updated about the then applicable Terms and Conditions before any/every use of the Internet Banking Services.

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

### 3. Applicability

3.1 These Terms and Conditions are applicable to the Internet Banking Service offered by Barclays to its Customers and are in addition to any other Terms and Conditions applicable to the facilities and services offered through internet banking.

3.2 The Customer acknowledges that Barclays may add services to the Internet Banking Service or discontinue some of the services provided through the Internet Banking Service as Barclays in its absolute discretion may deem appropriate or fit without the prior consent of the Customer.

3.3 The Customer further acknowledges that any and all information provided through the Internet Banking Service or for the use of the Internet Banking Service (including Identification Information) remains the sole property of Barclays. Accordingly, the Customer acknowledges and accepts that Barclays may, in its absolute discretion, restrict the Internet Banking Service or withdraw the usage of Identification Information and/or any other services, authentication methods or devices that may have been provided by Barclays for the purposes of using the Internet Banking Service.

3.4 The Customer understands that he/she will be able to access the Internet Banking Services only if he/she is in possession of a valid Identification Information (like digital certificate) should be valid as on the time of attempt to use these services.

3.5 Barclays will, at its sole option, set and reset minimum and maximum limits for any transaction that may be carried out by the Customer over the internet and any such limits would be subject to the availability of a sufficient balance in the relevant account. Such limits are to reduce the risks on the Customer and may be imposed by way of number of transactions within a particular period or by way of the amount restriction within a particular period or both.

3.6 The Customer further acknowledges that financial facilities availed of or applied from the Bank shall, in addition to Terms and Conditions agreed, be subject to the then applicable rules, regulations, laws, guidelines including UCP guidelines issued from time to time for such financial facility(ies).

### 4. Access

4.1 The Customer will be provided with Identification Information by Barclays to avail of any Internet Banking Service.

4.2 Customer's access to Internet Banking Service will be disabled if a wrong Identification Information is entered successively for the number of times as may be decided by Barclays at its sole discretion from time to time. In such event, the Customer will be required to ask for issuance/allotment of fresh Identification Information for which Barclays may charge at the rate prevalent at such time.

4.3 Barclays may decide to disable access to the Internet Banking Service in case the service is not utilised by the Customer for a continuous period as specified by Barclays at its sole discretion. The Customer may also request for temporary or permanent disabling of access. To reactivate access to Internet Banking Service, the Customer must intimate Barclays in writing or such other mode as may be prescribed by Barclays, providing all details as may be required or prescribed by Barclays.

4.4 If the Customer leaves the Identification Information un-attended, there is a risk of use/ misuse of the same and it is re-iterated here that Customer shall solely be responsible for all the transactions conducted by using such Identification Information and would be deemed as the same have been conducted with due authorisation of the Customer.

## 5. Security Procedure and Confidentiality of Identification Information

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

5.2 To ensure that the Customer alone is able to access and give Instructions through the internet, he must at all times comply with the following security procedures:

(i) safeguard his Identification Information at all times and not to disclose any details of his Identification Information to anyone else (including to a member of Barclays' staff); (ii) not record Identification Information in a way whereby it will be legible or accessible to any third party; (iii) preferably memorise Identification Information and then destroy any record of them; (iv) not allow anyone to operate the Internet Banking Service on his behalf; (v) not leave any system unattended while he is logged on to the Internet Banking Service and each time he goes away from such system he/she should log-out from our Internet Banking Services; (vi) not leave the Identification Information un-attended as there is a risk of use/misuse of the same (vii)not access the Internet Banking Service from any equipment or device connected to a local area network (or LAN), such as an office environment, without first ensuring that no one else is able to observe or copy his Identification Information. (viii)any other security measures which a man of reasonable prudence will follow/exercise to keep his most valuable articles/goods safe and ensure that the same is not misused. The Customer shall indemnify Barclays if any loss is suffered by Barclays due to his failure to comply with the above security procedures.

5.3 The Customer hereby confirms that he/she shall solely be responsible for all the transactions conducted by using Identification Information issued to him/her/it and the same will be deemed to have emanated from such Customer.

5.4 If the Customer discovers or suspects that his Identification Information or any part of it is known to someone else or is lost or stolen, he must immediately notify Barclays in writing or such other mode as may be prescribed by Barclays. Barclays may suspend use of the Internet Banking Service until a new Identification Information has been set up. Any transaction done prior to such a notification being received by Barclays shall be entirely at Customer's risk and cost. Barclays shall not be liable for any losses and/or damages arising directly or indirectly as a result of such loss or theft or failure by the Customer to notify Barclays of such incident.

5.5 The Customer undertakes to return the Identification Information to the Bank on termination/suspension/expiry (of the validity) of the Identification Information

## 6. Authority to Barclays to Carry Out Instructions

6.1 The Internet Banking Service can be accessed only after successful identification and authentication of the Customer by means of Identification Information.

6.2 The Customer hereby grants express authority to Barclays for carrying out any transaction received by Barclays through the internet using his

Identification Information, post authentication and the same will be deemed to have emanated from such Customer.

6.3 All transactions arising from the use of the Internet Banking Service in the Account shall be binding on the Customer. Barclays shall in no manner be liable for any loss/damage whatsoever that may be incurred or alleged to be incurred by the Customer in such an event.

6.4 The Customer agrees that he shall be solely responsible for the Instruction, transaction or information provided by the Customer by way of Internet Banking Service. The Customer acknowledges that Barclays shall have no obligation to verify the authenticity of any Instruction, transaction or information received by way of the Internet Banking Service or purporting to have been sent by the Customer other than by means of confirmation of the Identification Information by the verification mechanism(s) applied by Barclays. Barclays will not be liable for acting in good faith on such Instructions. The Customer will be responsible for keying in the correct Account number & other required details. Barclays will in no case be liable for any erroneous transactions incurred arising out of or relating to the Customer entering wrong details. The Customer will be liable for any or all use/misuse of the Identification Information by a third party and for unauthorised Instructions purporting to come from the Customer except in case of wilful misconduct or gross negligence on part of Barclays.

6.5 If Barclays is of the opinion that an Instruction over the internet may not have been properly authorised by the Customer, Barclays may, after making reasonable efforts to check whether it was properly authorised, refuse to carry out such Instruction or to take steps to reverse any action taken on the basis of that Instruction. Barclays may at its sole discretion decide not to carry out any Instruction received through internet, where Barclays has reason to believe that the Instruction is not genuine or otherwise improper or unclear or raises a doubt. Barclays will not be responsible for any loss to the Customer and/or third party that results from such refusal to carry out Instructions or reversal or from any delay in effecting any Instructions resulting from Barclays' efforts to verify an authorisation in respect of any Instruction.

6.6 If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the Customer, Barclays shall not be required to act on the request until it receives such documentation from the Customer.

6.7 Any request for a service initiated and authenticated by the Customer after the prescribed cut-off time, the same cannot be given effect on the same day but will be considered for the next working day for execution.

6.8 The Customer acknowledges that these Terms and Conditions and the provision of Internet Banking Service by Barclays are subject to applicable laws and regulations as well as guidelines, notifications, circulars and directions issued by the Reserve Bank of India and any other competent authorities from time to time. Barclays will not be liable or responsible for any variation, suspension or withdrawal of Internet Banking Service if such variation, suspension or withdrawal is pursuant to any guidelines, notifications, circulars or directions from the Reserve Bank of India or any other competent authority.

6.9 If funds transfer functionality is made available to the Customer, it may be used for transfer of funds from an Account to other Accounts belonging to third parties maintained at Barclays or at any other Bank through available payment channels (including Reserve Bank of India's Electronic Fund Transfer System).

## 7. Processing Of Transactions

7.1 The time taken for processing of transactions through the Internet Banking Service may vary, including depending on whether they can be updated immediately or whether they are processed after the close of Business hours of the relevant branch and the cut-off times for various services. The Customer acknowledges that it understands that he would need to check the online status of his transaction and any correspondence from the Bank related to the application to know its fate and the mere fact that it has been authorised by him does not mean that it has been processed by the Bank.

7.2 Once the Customer has given an Instruction through the Internet

Banking Service, he will not be able to reverse it. Barclays is under no obligation to reverse any Instruction a Customer has given; or to accept an Instruction that is conditional or reversible or which requires Barclays to pay a third party sooner than it would have been able to pay, following normal banking practices.

7.3 The Customer acknowledges that he/she understands that transaction once attempted and failed will not be again be re-attempted on its own by the system and Customer may be required to make an attempt again as a fresh transaction.

7.4 The Customer hereby confirms and acknowledges that the payments made by he/she through electronic transfer of funds are subject to provisions of the Income Tax Act, 1961 including Sec. 40A (3) thereof. and provisions of Foreign Exchange Management Act 1999 (as amended from time to time).

7.5 If any request for a service is such that it cannot be given effect to unless followed up by requisite documentation on the part of the Customer, the Bank shall not be required to act on the request until it receives such documentation from the Customer.

7.6 Any request for a service initiated or authenticated by the Customer after the prescribed cut-off time, the same cannot be given effect on the same day but will be considered for the next working day for execution.

7.7 The Customer understands and acknowledges that any Instruction which has incomplete information or which does not meet legal and regulatory requirements or the Banks parameters, the Bank will not be liable to process the same.

7.8 The Customer understands and acknowledges that any Instruction received by Barclays from the Customer for stop payment request or cancelling the stop payment Instructions of a cheque will be processed by Barclays only on best effort basis.

7.9 The financial information available by means of the Internet Banking Service is for reference purposes only. Account information available through the Internet Banking Service will not reflect transactions that may be in Barclays' hands but which have not been processed or which still have to be verified for payment. Any information supplied to the Customer through the Internet Banking Service will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the Customer. Barclays shall not be liable for any loss incurred or damage suffered by the Customer or third party by reason or in consequence of any such financial information.

7.10 Customer understands and acknowledges that in case any request for a service require conversion of foreign currency, the exchange rate for such conversion shall be contracted/ effective rate prevailing at the time of giving effect to the transaction.

7.11 Barclays will not be liable if it does not act on Instructions of the Customer or it does not carryout any its responsibilities or is delayed in carrying out its responsibilities under this arrangement as a result of anything that it is beyond its control which includes any act of God, fire, war, labour dispute, accident, government action, act of terrorism, communication or system failure.

## 8. Record of Transactions

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

## 9. Maintenance Of Sufficient Balance

9.1 Barclays shall process any transaction or Instruction requiring payment or fund transfer only if there are sufficient funds (or prearranged credit facilities) available in the Account. In case that funds (or prearranged credit facilities) are insufficient to effect the requested transaction, Barclays may reject such transaction or Instruction and/or may, at its discretion, charge any interest and other Charges (including

penalty Charges) to the Customer's Account in question. Once rejected transactions will have to be re-initiated by the Customer if re-processing is desired.

9.2 Barclays shall not be liable for any omission to make payments or any late payments, unless such omission or late payment is due to gross negligence of Barclays.

9.3 Barclays may suspend/withdraw the facility of the Internet Banking Service, wholly or partly, if at any time the amount of deposit falls short of the required minimum and/or if Charges remain unpaid, without giving any further notice to the Customer and/or without incurring any liability or responsibility whatsoever by reason of such suspension/withdrawal.

## 10. Liability of the Customer/Rights of Barclays

10.1 Each time the Customer accesses the Internet Banking Service, it may automatically provide or request the Customer to update the Customer's system with the software necessary to enable the Customer to access and operate the Internet Banking Service. It is the Customer's responsibility to ensure that the software and hardware provided by Barclays is compatible with any computer or other device from which the Customer accesses the Internet Banking Service. Barclays shall not be liable to the Customer for any loss suffered by the Customer as a result of any incompatibility between the software and/or the provided hardware for Internet Banking Service and any computer or other device from which the Customer accesses the Internet Banking Service.

10.2 The Customer must take all reasonable measures to ensure that any computer and other device from which the Customer may access the Internet Banking Service is free from any computer virus or similar device or software, including without limitation devices commonly known as keystroke loggers, spyware, software bombs, trojan horses, worms, and any other sort of malicious software. The Customer shall make its own contingency arrangements to cover system or operating failures or suspensions

10.3 Barclays may apply such technology as it deems fit, to ensure the security of and prevent unauthorised access to the Internet Banking Service.

10.4 The Customer shall at his/its own cost, procure, maintain and update/upgrade all such software and computer and communication systems, as applicable, from time to time, to avail and use the Internet Banking Service which are compatible with Barclays' system.

10.5 Barclays shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and shall be under no obligation to support the software, hardware, operating systems of the Customer and that the same shall be the sole responsibility of the Customer.

10.6 The Customer shall indemnify and hold harmless Barclays, its affiliates, directors and employees, representatives and/or agents, as the case may be, promptly upon written demand against any claim, demand, action, suit, proceeding initiated against it, liability, damages, costs, expenses, or loss which Barclays may incur, sustain, suffer or is likely to suffer in connection with or as a consequence of any breach by the Customer of these Terms and Conditions or the execution of the Customer's Instructions.

10.7 The Customer shall immediately inform Barclays of any failure, delay, malfunction, virus, programming error or error in sending or receiving the Instruction or any suspected fraud and assist Barclays in any remedial steps which it may propose.

## 11. Extent of Liability of Barclays

11.1 Barclays does not warrant that access to its website and the Internet Banking Service shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the website or use, accuracy or reliability of the Internet Banking Service.

11.2 Barclays will not be liable for any virus that may enter the Customer's system as a result of the Customer using the Internet Banking Service and

does not guarantee to the Customer or any other third party that the Internet Banking Service would be virus free.

11.3 Barclays shall not be liable for any loss or damage to the Customer as a result of making or not making the Internet Banking Service available to the Customer or as a result of loss of Internet Banking Service to the Customer, including any direct, indirect, consequential or special loss, even if Barclays has been advised of the same. Circumstances where Barclays will not be liable will include (but not be limited to):

(i) acting on Instruction which has been validly authenticated as coming from the Customer but which in fact have been issued by a third party; (ii) any reliance on financial information provided as part, or by means, of the Internet Banking Service; (iii) any misuse of the Customer's system or any access to information about the Customer's Accounts which is obtained by a third party (except where that access is obtained as a result of Barclays' gross negligence or wilful default); (iv) reliance on any supporting documents attached; and (v) loss or distortion of data during transmission or other faults in the telecommunication network or a network failure.

## 12. Risks

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

(i) Internet is per se susceptible to fraud, misuse, hacking and other actions to that effect; (ii) Any inaccurate filing of data on the part of the Customer could result in the funds being transferred to incorrect Accounts and recovery thereof may not be possible; (iii) Transactions that require transfer of funds may not fructify or may not be completed by parties to whom the Customer requests the Bank to transfer funds. The Customer's sole recourse in such situation is against the party with whom the Customer is transacting; and (iv) The use of the internet generally involves technology risks (such as viruses or destructive codes) that may not be completely excluded and which could affect provision of services or a loss of data. Inherent in its nature, the internet is susceptible to a number of frauds, misuse, hacking and other actions that could affect payment Instructions/other Instructions to Barclays. Customer to note that our website to access Internet Banking Services is [www.barclays.in](http://www.barclays.in) only. It is recommended that you type correct URL at the time of attempting to access Internet Banking Services. You shall take sufficient precautions to ensure that you do not fall trap to any phishing/ fraudulent attempts where, among others, you may be asked to visit any similarly spelt/sounding or other wise similar domain/ URL.

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

## 13. Proprietary Rights of Barclays/Copyright

13.1 The Customer acknowledges and agrees that all the rights in the software underlying any of the Internet Banking Service as well as any other software and hardware provided by Barclays which is required for availing of the Internet Banking Service accessing the Account are the legal property of Barclays or the respective vendors. The permission given by Barclays to access the Accounts and to utilise the Internet Banking Service shall not convey any proprietary or ownership rights in the intellectual property of the software and hardware. The Customer shall not attempt to modify, translate, disassemble, de-compile or reverse engineer the above-mentioned software or hardware or copy the source code of the software or create any derivative product based on the software.

13.2 The Internet Banking Service is provided for use by Customers in India. Customers are responsible for ensuring that the use of the Internet Banking Service by them is at all times in accordance with the applicable laws and regulations of India and other relevant jurisdictions.

13.3 The entire design and content of the website for the Internet Banking Service is subject to copyrights. The Barclays Eagle logo and Barclays name are registered trademarks. All rights are reserved and the information held is for the Customer's personal use only. The Customer may not download (all or in part), transmit or modify the website without Barclays' prior permission. However, the Customer may print out part or

all of the website for his own personal use. No third party is permitted to link any other website to the website for the Internet Banking Service.

## 14. Third Party Products and Services

14.1 Where Barclays provides hypertext links to third party internet websites, such links are not an endorsement by Barclays of any products or services in such web-sites. The Customer shall use such links entirely at his own risk and Barclays accepts no responsibility or liability for the content, use or availability of such web sites or for any loss or damage, however arising, suffered as a result of their use. Barclays has not verified the truth or accuracy of any content of such websites.

14.2 The website may also contain some material provided by third parties, in which case Barclays accepts no responsibility or liability for the accuracy of such material.

## 15. Costs and Charges

15.1 Barclays is entitled to charge the Customer Charges for the Internet Banking Service provided in accordance with the schedule of charges displayed on the website. It is hereby clarified that these Charges are in addition to the Charges which Bank could have charged for the services and products availed of by the Customer

15.2 Illegal or improper use of the Internet Banking Service shall render the Customer liable for payment of Charges as decided by Barclays and/ or will result in suspension/withdrawal of the Internet Banking Service.

15.3 The schedule of charges being displayed on the website maintained by Barclays for providing the Internet Banking Service including for issuance/renewal of Identification Information, may be amended from time to time and will be applicable and binding upon the Customer.

15.4 All Charges applicable to the Internet Banking Service including for issuance of Identification Information shall be for the Account of the Customer and the Customer hereby authorises Barclays to debit the same directly to any of the Customer's Accounts.

## 16. Disclosure of Information/Use of Cookies

16.1 The Customer agrees that Barclays, its group companies and/ or their contractors may hold and process the Customers' personal information and all other information concerning his Account(s) both in India and outside India. Barclays may disclose such information for reasons inclusive of, but not limited to, participation in electronic clearing, credit rating by recognised credit scoring agencies, or for fraud prevention purposes, in each case in compliance with applicable mandatory laws and regulations. Barclays may also use this information to develop and improve its services to Customers, for example for informing the Customer about products and services (including those of others) which may be of interest to the Customer.

16.2 Barclays use cookies for various purposes, including, without limitation, to gather Customer journey information across its websites, ensure Customer privacy in its secure sites, store login details for Barclays secure sites, temporarily store details input into its calculators, tools, illustrations and demonstrations; store details of the Customers marketing, product and business unit preferences to improve its targeting and enhance the Customer's journey through its sites; and evaluate its sites advertising and promotional effectiveness. Barclays uses both its own (first party) and partner companies (third party) cookies to support these purposes. Some or all of the Internet Banking Service may require cookies in the Customer's browser to view and use them and to protect the Customer's financial and personal information.

## 17. Termination of Internet Banking Service

17.1 The Customer can cancel use of the Internet Banking Service at any time by giving a written notice of at least 7 days to Barclays to the relevant branch manager or through the contact channels prescribed by Barclays from time to time. In such event, any transaction and liability incurred by the Customer prior to such cancellation shall be paid or, respectively, reimbursed by the Customer. The Customer shall return to Barclays all software and hardware provided for the use of the Internet Banking

Service.

17.2 Closure of all Accounts of a Customer will also terminate the Internet Banking Service.

17.3 Barclays has the right to terminate or suspend use by the Customer of any Internet Banking Service at any time. Barclays may give notice before termination/ suspension of Internet Banking Service depending upon the circumstances under which such termination or suspension was imposed.

17.4 If the Customer's use of the Internet Banking Service comes to an end for any reason, this will not affect any Instructions the Customer has already given via the Internet Banking Service.

17.5 In case of termination of the Internet Banking Service, the Customer shall without undue delay at his own cost return all software, hardware and other devices provided by Barclays for the use of the Internet Banking Service.

## 18. Non-transferability/assignment

18.1 The Customer acknowledges that the Account and the Internet Banking Service offered to the Customer are not assignable or transferable to any third party under any circumstances and shall be used only by the Customer or its authorised representative. The Customer's legal representatives, administrators and successors are bound by these Terms and Conditions.

18.2 Barclays may sub-contract and employ agents to carry out any of its obligations under this contract.

## 19. Amendments to Terms and Conditions

19.1 Barclays reserves the right to change or amend these Terms and Conditions at any time by publishing the amended/ revised Terms and Conditions together with a notification on the web page used for the Internet Banking Service or by a similar mode as may be deemed fit by Barclays. Barclays shall make such updated Terms and Conditions available at [www.barclays.in](http://www.barclays.in). The Customer hereby undertakes that it shall keep him/herself updated about the then applicable Terms and Conditions before any/every usage of the Internet Banking Services.

## 20. Notices

20.1 The Customer shall give or send to Barclays any corresponding or formal notice, including complaints in connection with the Internet Banking Service in writing to the relevant branch office as may be notified by Barclays to the Customer from time to time or such other mode as may be prescribed by Barclays.

20.2 A Customer's personal details furnished to Barclays are deemed to be true and correct and Barclays has the right to communicate with the Customer based on these details for the purpose of any communication and notices. It is the Customer's duty to update and keep Barclays informed of any changes in his personal details.

20.3 Barclays may contact Customers and give notices in connection with this arrangement by Post, telephone or internet using the Customer's contact details made available by the Customer in the Internet Banking Service application form. Customer must ensure adequate security is setup on its computer phone instrument/contact point. Barclays would not be responsible if any unauthorised person gains access to your e-mails/emails.

20.4 In addition, Barclays may also publish notices on its web pages. Such notices will have the same effect as a notice served individually to each Customer.

## 21. Dispute Resolution

If the Customer has a dispute or difference with Barclays, the Customer should first refer to Barclays' internal dispute resolution procedures as described on the website for the Internet Banking Service and as amended from time to time at Barclays' sole discretion. If the dispute or

difference cannot be resolved in that manner, either of the parties may refer the matter to arbitration in accordance with the Arbitration & Conciliation Act 1996 or the Banking Ombudsman in accordance with the Banking Ombudsman Scheme 2006 (as amended from time to time).

## 22. Governing Law

22.1 These Terms and Conditions and the usage of the Internet Banking Service shall be governed by, construed in accordance with and be subject to laws of India and guidelines as may be issued by Reserve Bank of India and other competent authorities from time to time. The mere fact that the Internet Banking Service can be accessed in any country other than India shall not be interpreted to imply that the laws of that country govern these Terms and Conditions and/ or the operations of the Accounts of the Customer.

22.2 The court or tribunal within whose jurisdiction the branch office of Barclays maintaining the Account of the Customer is situated shall have exclusive jurisdiction over all matters arising out of these Terms and Conditions.

## 23. Miscellaneous

If any provision of these Terms and Conditions is held to be illegal, void or unenforceable by any court of competent jurisdiction, such provision shall be deemed to be deleted and the remaining Terms and Conditions shall continue in full force and effect. The relevant provision shall be deemed to be replaced by such legal and enforceable provision the scope and economic consequences of which come closest to the provision replaced.

## 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 Demand Drafts and banking business documents 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 instruments 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 agrees 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 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/instruments 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 instrument 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 instrument 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 shall be valid even if such written confirmation is not received by Barclays Bank.

17. The Customer agrees and 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. 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 agrees that the facilities herein offered by the Bank are solely at the discretion of the Bank and Bank reserves it's 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 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 Facility 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](http://www.barclays.in) and Customer understands and acknowledges that it is his/her duty to check the then applicable terms and conditions when he/she intends to avail/use the facility.

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.

## TERMS AND CONDITIONS (FOR SUBSCRIPTION FOR ACCOUNT STATEMENT BY EMAIL)

I/We, the customer, understand that Barclays Bank PLC (Bank), is enabling its customers to receive monthly/quarterly statement of their bank accounts by way of post (physical bill) as well as by way of an email. Following terms and conditions will be binding on me/us if I/We opt for statements on 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 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.
3. 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.
4. I/We undertake to inform the Bank in writing of any change in the e-mail address given by me/us.
5. 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
6. I/We are authorised by the other holders to receive the e-statements at the above email address on behalf of the other holders.
7. I/We confirm to have read and understood the Terms & Conditions pertaining to my/our account.
8. 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.
9. I/We understand that these terms and conditions are in addition to the other terms and conditions applicable to my Bank accounts.