

**Terms and Conditions
for Corporate Internet Banking India**
(View only)

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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 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.

“Internet Banking Service” means the facilities offered by Barclays, at its sole discretion, limited to view only 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.

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

- (i) any one gender include the other gender; and
- (ii) the singular include the plural and vice versa

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

2 GENERAL

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

2.2 By signing the Internet Banking Service application form 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 program by another program, or withdraw it altogether and Barclays shall make such updated Terms and conditions available

at www.barclays.in. The Customer hereby undertakes that it shall keep him/her self updated about the then applicable Terms and conditions before any / every use of the 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 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).

4 ACCESS

- 4.1 The Customer will be provided with Identification Information by Barclays to avail of 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 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 the internet for availing Internet Banking Service, he must at all times comply with the following security procedures:

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

The Customer shall indemnify Barclays if any loss is suffered by Barclays due to his failure to comply with the above security procedures.

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

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

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

6 AUTHORITY TO BARCLAYS TO CARRY OUT INSTRUCTIONS

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

6.2 The Customer agrees that he shall be solely responsible for accessing and viewing the Internet Banking Service. The Customer will be liable for any or all use / misuse of the Identification Information by a third party except in case of wilful misconduct or gross negligence on part of Barclays.

6.3 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. With view rights will there be any request options available for a customer.

- 6.4 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.
- 6.5 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.

7 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.

8 LIABILITY OF THE CUSTOMER/RIGHTS OF BARCLAYS

- 8.1 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.
- 8.2 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.
- 8.3 Barclays may apply such technology as it deems fit, to ensure the security of and prevent unauthorised access to the Internet Banking Service.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9 EXTENT OF LIABILITY OF BARCLAYS

- 9.1 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.
- 9.2 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.
- 9.3 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) any reliance on financial information provided as part, or by means, of the Internet Banking Service;
 - (ii) 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);
 - (iii) loss or distortion of data during transmission or other faults in the telecommunication network or a network failure.

10 RISKS

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

- (i) Internet is per se susceptible to fraud, misuse, hacking and other actions to that effect;
- (ii) The use of the internet generally involves technology risks (such as viruses or destructive codes) that may not be completely excluded and which could affect provision of services or a loss of data. Inherent in its nature, the internet is susceptible to a number of frauds, misuse, hacking and other actions that could affect payment instructions/other instructions to Barclays.

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

11 PROPRIETARY RIGHTS OF BARCLAYS/COPYRIGHT

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

11.2 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.

11.3 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.

12 THIRD PARTY PRODUCTS AND SERVICES

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

12.2 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.

13 COSTS AND CHARGES

13.1 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 by the Customer

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

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

13.4 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.

14 DISCLOSURE OF INFORMATION/USE OF COOKIES

14.1 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.

14.2 Barclays use cookies for various purposes, including, without limitation, to gather Customer journey information across its websites, ensure Customer privacy in its secure sites, store login details for Barclays secure sites, temporarily store details input into its calculators, tools, illustrations and demonstrations; store details of the Customers marketing, product and business unit preferences to improve its targeting and enhance the Customers' journey through its sites; and evaluate its sites advertising and promotional

effectiveness. Barclays uses both its own (first party) and partner companies' (third party) cookies to support these purposes. Some or all of the Internet Banking Service may require cookies in the Customer's browser to view and use them and to protect the Customer's financial and personal information.

15 TERMINATION OF INTERNET BANKING SERVICE

- 15.1 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.
- 15.2 Closure of all Accounts of a Customer will also terminate the Internet Banking Service.
- 15.3 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.
- 15.4 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.
- 15.5 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.

16 NON-TRANSFERABILITY/ASSIGNMENT

- 16.1 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.
- 16.2 Barclays may sub-contract and employ agents to carry out any of its obligations under this contract.

17 AMENDMENTS TO TERMS AND CONDITIONS

- 17.1 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. The Customer hereby undertakes that it shall keep him/her self updated about the then applicable Terms and conditions before any / every usage of the Internet Banking Services.

18 NOTICES

- 18.1 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.
- 18.2 A Customers' 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.
- 18.3 Barclays may contact Customers and give notices in connection with this arrangement by Post, telephone or internet using the Customer's contact details made available by the customer in the Internet Banking

Service application form. Customer must ensure adequate security is setup on its computer / phone instrument / contact point. Barclays would not be responsible if any unauthorised person gains access to your e-mails / mails.

18.4 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.

19 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).

20 GOVERNING LAW

20.1 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.

20.2 The court or tribunal within whose jurisdiction the branch office of Barclays maintaining the account of the Customer is situate shall have exclusive jurisdiction over all matters arising out of these terms and conditions.

21 MISCELLANEOUS

23.1 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.

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

21.3 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.

21.4 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.