CORPORATE INTERNET BANKING - TERMS AND CONDITIONS

CSB Bank Limited, India (“**Bank**”) offers banking services electronically through their network accessible over Internet to its customers. The Customer understands and has consented to avail the corporate internet banking services (“**Corporate Internet Banking”** or “**Corporate Internet Banking Services**”) subject to the following terms and conditions, as amended from time to time. This shall be deemed to be agreement between the Bank and the Customer availing Corporate Internet Banking Service. These terms will be in addition to and not in derogation of the terms and conditions relating to any account of the Customer.

1. **Definitions:** In this document the following words and phrases shall have the meaning as set below unless otherwise specified in another context indicate otherwise.

“Account” refers to the customer's current account so designated by the branch to be eligible for Corporate Internet Banking Services;

“Application for Services” refers to application(s) for availing of the Corporate Internet Banking Services from the Bank in form and manner prescribed by Bank.

“API Banking Services” refers to the application programming interface, a methodology used for initiating the payments by the Customer.

“Beneficiaries” shall mean the persons identified by the Customer from time-to-time in whose favour fund transfer instructions including payment instrument and payment instruction requests are given by the Customer through the Services; and the expression “Beneficiary” shall mean any one of them.

“Corporate Internet Banking Services” is the Bank's service which provides access to account information, products and other services as advised by the Bank from time to time to the Customers through the Internet.

“Customer” refers the words I/We, Me/Us, My/Our or the person(s) who open the account(s) and shall mean and include both singular and plural.

“DPDP Act” refers to Digital Personal Data Protection Act, 2023 and the rules made thereunder, as amended or notified from time to time.

“H2H Services” shall mean Host to Host Services i.e., host to host automated, two-way data transfer service for processing payments.

“Internet” refers to the shared global computing network. A network based on standards including Internet protocol (IP), Simple Mail Transfer Protocol (SMTP) and the Domain Name System (DNS), which enables communications between all connected computing devices computers / mobile phones / Other electronic devices which share and exchange information. The internet provides a

platform for web services and the worldwide web accessing the internet without regard to geographic location.

"Personal Information" refers to the information about the Customer obtained in connection with Corporate Internet Banking Service.

"Payment Aggregator" means an entity, authorised by the Reserve Bank of India, which facilitates the aggregation of customer payments to merchants through multiple payment channels for the purchase of goods, services, or investment products, and undertakes settlement of such funds to the merchants in compliance with applicable regulatory requirements.

"Single Sign On" shall mean a unified authentication permitted by the Bank that allows the user to log-in with a single user-ID and password to access one or more Corporate Internet Banking Services contained herein.

"**Parties**" shall mean Bank and the Customer jointly; and the term "**Party**" shall mean either of them.

"**PKI System"** shall mean the public key infrastructure system.

"Software" means the internet software such as browsers which the Bank will advise from time-to-time through Bank's web pages as required for using Corporate Internet Banking Services. There will be no obligation on the Bank to support all the versions of this internet software. I/We agree that the Customer shall be responsible for upgrading my software, hardware and the operating system at my cost from time to time so as to be compatible with that of the Bank. The Bank 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 used by me and that the same shall be my sole responsibility.

"Mailing Address" means all correspondence / delivery by the Bank shall only be made at the address and / or e-mail address as registered with the Bank.

"OTP" refers to one time passcode that would be sent to a customer's mobile number as well as email ID registered on the Bank's record.

"Website" refers to the website owned, established, and maintained by Bank at the URL 'www.csb.bank.in'

2. INTERPRETATIONS:

2.1. CSB Bank, refers to Scheduled Indian Private Sector bank with its headquarters at Thrissur, Kerala, India, carrying on Banking business with its Head Office at CSB Bhavan, P. Box No 502, St. Mary's College Road, Thrissur 680020.

2.2. Reference to any person includes natural person, body corporate, Government/semi-government, quasi-government, a partnership, trust or any other entity or organization, or any other body whatsoever and reference to a party means party to this agreement and includes that party's successors, legal/personal representatives and permitted assignees.

2.3. All references to singular include plural and vice versa.

2.4. The word "includes" should be construed as "without limitation".

2.5. Words importing any gender include other genders.

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

3. APPLICATION FOR CORPORATE INTERNET BANKING SERVICES

The Bank may offer Corporate Internet Banking Services to selected customers at its discretion. I/We agree that in order to be eligible for Corporate Internet Banking Services, I/We would need to be a current Internet user or have access to the Internet and knowledge of how the Internet works. The Bank may advise from time to time, the internet software such as browser, which are required for using Corporate Internet Banking Services. There will be no obligation on the part of the Bank to support all the versions of a particular internet software or browser.

4. CORPORATE INTERNET BANKING SERVICE

4.1. The Bank shall endeavor to provide Corporate Internet Banking Services to selected Customers at its discretion. The Customer agree that in order to be eligible for Corporate Internet Banking Services, the Customer would need to be a current Internet user or have access to the Internet and knowledge of how the Internet works. The Customer accept that the Application for Services does not automatically imply acceptance by the Bank.

4.2. The Bank at its sole discretion may also make additions/deletions to Corporate Internet Banking Services being offered without giving any prior notices or reasons. The availability /non-availability of a particular service shall be advised through the web page of the Bank or written communication or any other mode as the Bank thinks fit.

4.3. The Bank shall be entitled to modify, upgrade or suspend all or any of Corporate Internet Banking Services , at its sole discretion, from time to time, and shall endeavour to inform the Customers of such changes in Corporate Internet Banking Services. The Bank shall take reasonable care to ensure the security of and prevent unauthorized access to Corporate Internet Banking Services using technology reasonably available to the Bank. The Customer shall not use or permit any authorised person to use Corporate Internet Banking Services or any related service for any illegal or improper purposes.

4.4. The Bank shall process payment instructions during banking hours on working days even if such instructions are received by the Bank after or before the banking hours or on a day which is a bank holiday.

5. RESPONSIBILITY OF CUSTOMER

5.1. The Customer takes full responsibility for the safe custody of the security mechanism provided/ implemented by the Bank and the password required to access Corporate Internet Banking Services and the Customer shall be responsible for the use and/or misuse of the same.

5.2. The Customer accepts full responsibility for monitoring all information records, transaction history and transactions available to the Customer through Corporate Internet Banking Services. The Customer agrees to notify the Bank immediately if they become aware of any inaccurate information.

5.3. The Customer agrees to be responsible to ensure full compliance with the local laws applicable to any access and use of Corporate Internet Banking and including guidelines, circulars and notifications issued by the RBI and / or NPCI from time to time.

5.4. The Customer agrees to comply with all security procedures that are applicable for Corporate Internet Banking Service, as provided by the Bank from time to time.

5.5. The Customer acknowledges that the Beneficiary account name look-up facility provided by NPCI/RBI is not available for transactions initiated through the bulk upload facility. In respect of such bulk upload transactions, the Bank shall process RTGS/NEFT instructions solely on the basis of the Beneficiary account number and IFSC Code provided by the Customer.

5.6. The Customer agrees that, from time to time, the Bank may require additional documents, information, confirmations, declarations or consents in connection with the availing, continuation, upgrade, downgrade or modification of any Corporate Internet Banking Services, the Customer agrees and undertakes to provide such additional documents or information on request made by the Bank to the Customer.

5.7. In case the Bank collects any personal information or sensitive information from the Customer, the Customer agrees and provide its consent to the Bank to deal such personal information and the same shall be dealt with in accordance with the privacy policy of the Bank, which is available on the website of the Bank at https://www.csb.bank.in/bank-policies, in compliance with applicable prevailing data protection legislation in India, including but not limited to the DPDP Act.

5.8. The Customer shall install at its own costs, such hardware and/or software including such encryption and security technology as may be required by the Bank from time to time to enable the Customers access to the Corporate Internet Banking Services.

6. CHARGES AND FEES:

In consideration of Corporate Internet Banking Service to be provided by the Bank pursuant to corporate internet banking Terms and Conditions, the Customer shall pay such fees/charges to the Bank as specified on the Website, subject to deduction of tax at source by the Bank (“**Fees**”). The Customer authorize the Bank to recover all charges related to Corporate Internet Banking Service, as determined by the Bank from time to time by debiting my account. All out of pocket expenses, wherever applicable, will be borne by me. Any further change in the charges / fees shall be displayed on the Bank's website. The Bank may withdraw Corporate Internet Banking Service, if at any time the amount of deposit falls short of the required minimum as aforesaid and/or if the Fees remain unpaid, without giving any further notice to me and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

7. CUSTOMER ID AND PASSWORD:

7.1. The Customer shall :

(i) Keep the Group ID, User-ID, Nick name and password totally confidential and not reveal them to any third party;

(ii) Create a strong password as per password criteria defined by bank i.e. which shall be a combination of alpha-numeric characters and which does not relate to any readily accessible personal data such as name, address, telephone number, driver license etc. or easily guessable combination of letters and numbers;

(iii) Commit the Group ID, User-ID, nick name and password to memory and not record them in a written or electronic form; and

(iv) Not let any unauthorized person have access to his computer or leave the computer unattended while using Corporate Internet Banking Service.

(v) Not disclose/reveal his/her personal or confidential information to anyone over email/SMS/phone call even if its purportedly from the Bank. The Bank or any of its representatives will never send you emails/SMS or call you over phone to seek your personal information like Username, passwords, OTP, etc.

(vi) Not access https://cib.csb.bank.in com if his/her computer device is not free of malware (Viruses, Trojans, etc.).

7.2. The Customer agrees and acknowledges that Bank shall in no way be held responsible or liable if the Customer incurs any loss as a result of compromise of User ID and password by the Customer himself or Customer has failed to follow Corporate Internet Banking Services instructions as published by the Bank on the site from time to time. The Bank has no obligation to verify the authenticity of any transaction instruction(s) sent or purported to have been sent from the Customer or any documentation submitted or purported to have been submitted by the Customer whether online, or otherwise, other than by means of verification of the Customer password.

7.3. The Bank will have the discretion to deactivate a Customer's Corporate Internet Banking ID, if the same has not been used for a period defined by the Bank and will share an advance notification through suitable means of communication, as may be decided by the Bank from time to time. Also, the Bank has the right to deactivate Corporate Internet Banking Service login of Customer due to unsatisfactory transaction behaviour in the Account or pursuant to any court, statutory, or regulatory order received by the Bank.

7.4. In the event of the Bank is requiring the Customer to use a public key private key infrastructure, the Customer hereby acknowledges, agrees and undertakes that the Customer shall be responsible for the private key generated and downloaded by such Customer. The Customer takes full responsibility for the safe custody of the private key so generated and the Customer shall be responsible for the use and/ or misuse of the same. Any instruction(s) received by the Bank from the server / machine of the Customer where the private key is downloaded by the Customer shall be deemed to be an instruction/instructions given by the Customer and the Customer hereby expressly agrees to be bound by the same. The Bank is hereby permitted to utilize all such information received by the Bank as evidence against the Customer before any competent Court of Law or Judicial or Quasi-Judicial Authority or Tribunal or any other statutory or government authority.

8. PROCEDURE FOR CHANGING USERS

The Customer can revoke the authority of an existing user, change its user access profile/authorise a new user by giving a resolution/mandate in the format prescribed by the Bank. However, all these Corporate Internet Banking Service Terms and Conditions herein shall continue to apply. In case an authorised user leaves the services/employment of the Customer, the Customer will immediately notify the Bank to disable the user access, giving the Bank reasonable time to do so. The Transactions done by the Customer until the Bank disables the user access are binding on the Customer.

9. BULK PAYMENT

The Bank provides the facility of bulk payment for transactions executed on Corporate Internet Banking Service. Customer can process bulk payment to maximum 5000 (Five Thousand) transactions in one go. Bulk payment services are available between 08:00AM till 07:30PM on daily basis. Duration of availability of bulk payment service is up to the discretion of the Bank and can be changed by the Bank from time to time. Transactions initiated by the Customer must be approved by the approver on the day of initiation. In case the transaction remains unapproved on the day of the initiation, the transaction will expire on the next day and the Customer needs to reinitiate the transaction.

10. BILL PAYMENT SYSTEM

Any bill payment facility made available through Corporate Internet Banking are governed by separate terms and conditions applicable to the bill payment facility (“**Bill Payment Terms and Conditions**”).

11. INSTRUCTIONS BY CUSTOMER:

11.1. Any instruction, order, direction, request entered using the Customer’s password shall be deemed to be an instruction, order, directive, request received from the Customer or its duly authorised representative or Customer’s duly authorised designee.

11.2. All instructions, requests, directives, orders, directions, entered by the Customer, either electronically or otherwise are based upon the Customer’s decisions and are the sole responsibility of the Customer. The Customer understands that entering an instruction, direction, order, request with the Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order or request. The Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the Customer until it confirms the receipt of such instruction, direction, order, request.

11.3. The Bank shall not be required to independently verify the instructions and an instruction once given is effective unless countermanded by a further instruction, before the execution of a transaction. The Bank shall have no liability if it does not or is not able to stop or prevent the implementation of the initial instructions. Where the Bank considers the instructions to be inconsistent or contradictory, it may seek a clarification from the Customer.

11.4. The Customer shall not hold the Bank responsible for not processing/effecting any transactions in case the Bank does not receive instructions to this effect even though instructions have been forwarded regarding the same.

11.5. The Customer shall be free to utilise the payment instruction services through Corporate Internet Banking Service for transfer of funds for such purpose, as the Customer shall deem fit.

11.6. The Customer, however, agree not to use or permit the use of the Payment Instruction services or any related services for any illegal or improper purposes and in the event of use of such service(s) for any illegal or improper purpose(s), the Customer shall be solely responsible and the Bank shall have rights to cancel the Service on occurrence of such events.

11.7. The Customer shall provide the Bank with such information and/or assistance as is required by the Bank for the performance of the services and/or any other obligations of the Bank under these Corporate Internet Banking Services Terms and Conditions.

11.8. The Customer agrees that they shall be solely responsible for any acts, errors, omissions, or fraudulent conduct committed by its employees or agents.

11.9. The Customer agrees to inform the Bank as soon as possible if the Customer becomes aware that any PKI System has been corrupted or is unable to perform its function validly and/or accurately.

12. FUNDS TRANSFER:

12.1. All the scheduled fund transfers will be carried out on the scheduled dates subject to availability of clear balance in the account. In case fund transfers scheduled for effecting any transactions are received on weekly off / holiday / public holidays, they shall be affected on the immediately succeeding working day.

12.2. Any funds transfer request originated by me/us performed over internet banking service is at my/our sole responsibility and the Bank cannot be made a party to the legal complications that may arise in future.

12.3. The Customer accept that Customer will be responsible for keying in the correct account number for the fund transfer request. In no case, the Bank will be held liable for any erroneous transactions incurred arising out of or relating to my/our entering wrong account numbers.

12.4. The Customer shall not use or attempt to use Corporate Internet Banking Service for funds transfer without sufficient funds in my account or without a pre-existing arrangement with the Bank by way of Cash Credit/overdraft. The Bank will endeavor to effect such funds transfer transactions received through Corporate Internet Banking Service provided there are sufficient funds available in my/our account. The Bank shall not be liable for any omission to make funds transfer (s) due to circumstances beyond the reasonable control of the Bank.

12.5. As per RBI directions, credit will be effected based solely on the Beneficiary account number information and the Beneficiary's name particulars will not be used there for. On the other hand, in the event of the Customer's Account receiving an erroneous credit by reason of a mistake committed by some other person or for any other reason, the Bank shall be entitled to mark lien and/or reverse the erroneous credit at any time whatsoever without any prior consent of Customer. The Customer shall be liable and responsible to the Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain obtained by him/her as a result of the same.

13. INDEMNITY

a. In consideration of the Bank providing the Customer with Corporate Internet Banking Services, the Customer agrees, at its own expense, to indemnify, defend and hold harmless the Bank, its directors, employees, representatives, agents, and its affiliates against any loss, damage, demand, expense, cost, including, but not limited to, reasonable attorneys' fees and costs awarded suffered by them; or any claim, suit, action or other proceeding brought against them by the Customer or a third party, to the extent that such loss, damage, expense, demand, cost, claim, suit, action or other proceeding is based on or arises directly or indirectly as a result of or in connection with:

13.a.1. a violation of these Corporate Internet Banking Terms and Conditions;

13.a.2. any unauthorized or improper use of Corporate Internet Banking;

13.a.3. use of Corporate Internet Banking Services in any manner which violates any law, rule, conditions, or regulation;

13.a.4. any unauthorized modification to the network connection;

13.a.5. any error, default, fraud, acts, omission, negligence, misfeasance, malfeasance or misconduct;

13.a.6. any misrepresentation or breach of representation or warranty;

13.a.7. any incorrect, incomplete or erroneous beneficiary details provided to the Bank or in connection with any fund transfer or payment instruction initiated through the Corporate Internet Banking Service, including transactions effected through third-party payment services integrated with the Corporate Internet Banking Service, and undertaken on the basis of the Customer's instructions or if the information / data submitted by the Customers is inaccurate or incorrect.

b. In the event of the Bank being entitled to be indemnified pursuant to the provisions of the Corporate Internet Banking Terms and Conditions, the Bank shall be entitled to accordingly and to such extent debit the Customer's Account or any other account that the Customer may have with the Bank, either singly or jointly with one or more person(s), irrespective of any dispute that the Customer may have in respect of such payment.

c. Termination of the Corporate Internet Banking Services shall not affect any indemnities given by the Customer to the Bank.

_14._ STOP PAYMENT:

If the Customer have scheduled a transaction to be processed on a future date and wish to cancel the transaction and/or give any instructions to the Bank to stop the payment from the Account, then the Customer shall be required to cancel or stop such standing instructions or recurring transactions separately through the Corporate Internet Banking portal or by submitting a request at the Bank's branch, within the timelines prescribed by the Bank.

15. RECORD OF TRANSACTIONS

The display or printed output that is produced by the Customer at the time of operation of the website is a record of the operation of the internet access and shall not be construed as record of the transactions. Record of transactions maintained through computer systems of the Bank shall be conclusive and binding for all purposes.

16. NOTICES

16.1 The Bank or Customer may give notices under these Terms and Conditions: electronically to the mailbox of either party. Such notices will be regarded as being in writing.

16.2 In addition, the Bank may also publish notices of general nature, which are applicable to all customers of Corporate Internet Banking Service on its web site. Such notices will have the same effect as a notice served individually to the Customer.

17. PAYMENT GATEWAY:

In case where a Customer chooses to make a transaction using Corporate Internet Banking Service, the Customer will be redirected to the Internet Payment Gateway webpage of the Bank or hosted by its Service Provider/s. On successful authentication of and receipt of debit instruction from the Customer, the Bank shall be debiting the Customer Bank Account with the purchase price (amount to be paid by Customer for the product purchased / service availed), and the purchase price shall thereafter be transferred to the nodal/escrow account maintained by the Service Provider/an RBI-authorised Payment Aggregator engaged by the Bank. Upon receipt of the purchase price, the Service Provider/Payment Aggregator shall facilitate settlement of the funds (after permitted deductions, if any) to the relevant Account in accordance with applicable laws and regulatory guidelines.

18. RISKS:

The Customer hereby acknowledge that the Customer is availing Corporate Internet Banking Service at its own risk. These risks would include but not be limited to the following risks:

18.1. Internet frauds: The Internet per se is susceptible to a number of frauds, misuse, hacking and other actions which could affect instructions to the Bank. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions which could affect instructions to the Bank.

18.2. Mistakes and errors: The Customer agrees that the Bank shall not be liable for any loss, damages or consequences whatsoever arising due to any erroneous or incomplete information or any delay in executing the instructions for reasons beyond the control of the Bank.

18.3. Technology risks: The technology for enabling the transfer of funds and the other services offered by the Bank could be affected by viruses or other malicious, destructive or corrupt codes, programs or macros. It may also be possible that the site of the Bank may require maintenance and during such time it may not be possible to process the request of the Customers. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inabilities. The Customer understand that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability by the Bank to honor any customer instruction for whatsoever reason.

19. LIMITS:

The Bank will assign limits on Corporate Internet Banking Service basis the Customer request, as per corporate internet banking on-boarding form or limit modification form. In absence of any specific Customer instruction, the Bank will assign default daily limit as per transaction limit at the Customer id (CIF) and account level respectively. The default limits may be revised by the Bank from time to time under intimation to the Customer.

20. WITHDRAWAL OF FACILITY:

The Bank shall be entitled to withdraw any of the services at any time whatsoever without any prior notice/information, at its sole discretion.

21. ACCURACY OF INFORMATION

21.1. The Customer agree that Customer is responsible for the correctness of information supplied to the Bank through the use of Corporate Internet Banking Service or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequences arising out of erroneous information supplied by them.

21.2. The Customer agree that if the Customer notice any error in the account information supplied to me/us through Corporate Internet Banking Service or by the use of any of Corporate Internet Banking Services, the Customer shall advise the Bank as soon as possible. The Bank will endeavor to correct the error promptly and adjust any interest or charges arising out of the error.

21.3. The Customer also agree that any change in the user profile, addition, deletion, etc. will be immediately notified to the bank. The Customer agree to indemnify the Bank against any unauthorised access to the account due to them not informing the bank regarding change in personnel.

21.4. All outputs of statements are duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from a computerized back up system maintained by the Bank. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error.

22. LIABILITY

22.1. If the Customer suspect that the corporate ID, user ID and password is known to another person and/or notice an unauthorized transaction in their Corporate Internet Banking Service account, the Customer shall not be liable for losses arising out of the unauthorized transactions occurring in Corporate Internet Banking Service accounts after the receipt of such advice by the Bank. The Customer agree that the Customer shall be liable for some or all loss from unauthorized transactions in Corporate Internet Banking Accounts if the Customer have breached these terms or contributed or caused the loss by negligent actions such as the following:

a. Keeping a written or electronic record of Corporate Internet Banking Service password;

b. Disclosing or failing to take all reasonable steps to prevent disclosure of Corporate Internet Banking Service password to anyone including Bank staff and/or failing to advise the Bank of such disclosure within reasonable time;

c. Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in Corporate Internet Banking Service accounts.

22.2. The Bank shall in no circumstances be held liable to the Customer if Corporate Internet Banking Service access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or Internet or network failure, software or hardware error or any other reason beyond the control of the Bank. The Bank shall under no circumstances shall be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by me or any other person.

23. DISCLOSURE:

The Customer agree that the Bank may disclose, to other institutions, such information in relation to the Customer as may be necessary for any reason inclusive of but not limited to the participation in any telecommunication or electronic clearing network, in compliance with legal directive, for credit rating by recognized credit scoring agencies, and for fraud prevention. The Customer accepts that all information / instructions will be transmitted to and / or stored at various locations and is accessed by personnel of the Bank (and its Affiliates). The Bank is authorised to provide any information or details relating to the Customer to a third party to facilitate the Bank in the providing Corporate Internet Banking Services and so far as is necessary to give effect to any instructions.

24. BANK'S LIEN

The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in Customer's account, to the extent of all outstanding dues, whatsoever, arising as a result of Corporate Internet Banking Service extended to and/or used by the Customer.

25. INTELLECTUAL PROPRIETARY RIGHTS

The Customer acknowledge that the software underlying Corporate Internet Banking Service as well as other Internet related software which are required for accessing Corporate Internet Banking Service are the legal property of the Bank. The Customer shall not be entitled to use the name and logo of the Bank without the prior

written approval of the Bank. The Customer undertakes and confirms that it shall not infringe

upon any of the Intellectual Property Rights of the Bank.

26. NON-TRANSFERABILITY

The Customer understands and confirms that the Account and Corporate Internet Banking Service provided to the Customer is/ are not transferable or assignable under any circumstance and shall be used only by the Customer. However, the Bank shall have the right to transfer, assign or sell all its rights, benefits or obligations to any person and these Corporate Internet Banking Service terms and conditions shall continue to be in force and effect for the benefit of the successors and assigns of the Bank.

27. TERMINATION OF CORPORATE INTERNET BANKING SERVICE:

27.1. The Customer may request for termination of Corporate Internet Banking Service any time by giving a written notice of at least 15 days to the Bank. The Customer agree that the Customer will remain responsible for any transactions made on their Corporate Internet Banking Service account(s) prior to the time of such cancellation of Corporate Internet Banking Service.

27.2. The closure of all Accounts will automatically terminate Corporate Internet Banking Service.

27.3. The Bank may suspend or terminate Corporate Internet Banking Service without prior notice if the terms and conditions set out are breached or Customer becomes insolvent or goes into liquidation, whether voluntary or compulsory, or is unable to pay its debts or makes a general assignment or arrangement or composition with or for the benefit of its creditors or a receiver is appointed to take possession of all or substantially all of its assets or a petition or application for insolvency is filed against the Customer.

27.4. In the event of a temporary withdrawal or suspension of any or all facilities, the Bank may, at its sole discretion, reinstate the privileges.

28. CONSUMER PROTECTION

Any customer protection measures applicable to Corporate Internet Banking, including the limitation of customer liability for unauthorised electronic banking transactions, are governed by the Bank's Customer Protection - Limiting Liability of Customers in Unauthorised Electronic Banking Transactions Policy, found on www.csb.bank.in

29. UNAUTHORISED TRANSACTION

29.1. The Bank shall not be liable for any unauthorized transactions in the Account through the use of Corporate Internet Banking Services which can be attributed to the fraudulent or negligent conduct of the Customer.

29.2. Notwithstanding anything contained herein, where Bank has reason to believe that any transaction or marking of liens, have been fraudulently made, the Bank shall be entitled to withhold payment pertaining to such suspected transaction in accordance with regulatory laws relating to money laundering or otherwise. If Bank determines after due enquiry and investigation that the transaction is a valid transaction and not a suspected transaction, the Bank shall release such withheld payment subsequently.

29.3. If Customer fails to notify the Bank immediately upon the Customer's knowledge of occurrence of any unauthorized transaction, then, neither the Bank nor any of its officers, directors, employees, agents can or will have any responsibility or liability to the Customer or to any other person whose claim may arise through the Customer for any claims with respect to the handling, mishandling or loss of any order.

30. AMENDMENT TO TERMS

The Bank shall have the absolute discretion to amend or supplement any of the Terms and/or terms and conditions stipulated by the Bank and/or its affiliates pertaining to the Corporate Internet Banking Services and/or to any services/facilities offered by the Bank. The Bank will endeavor to give notice of the same by email or by displaying the amended Terms on the official website or in any manner, it may deem fit, and such amended Terms will thereupon apply to and be binding on the Customer. The Customer shall be responsible for regularly reviewing these Terms and the terms and conditions stipulated by the Bank including amendments thereto. Such amended Terms stipulated by the Bank will thereupon apply to and be binding on the Customer from the date of notice. By using any new services as may be introduced by the Bank, the Customer shall be deemed to have accepted the changed Terms stipulated by the Bank.

31. H2H SERVICES AND API BANKING SERVICES

31.1. The Customer agrees and acknowledges that the H2H and API Banking Service platforms have been granted by the Bank to the Customer on a revocable, non-transferable, non-exclusive basis for the sole use of effecting payments through the Corporate Internet Banking Service only and for no other purpose.

31.2. The PKI System chosen by each Customer must conform to the Bank's requirements in respect of the technical specifications required for the H2H Service, as the case may be.

31.3. Notwithstanding that the PKI System chosen by the Customer may be provided to the Customer by the Bank, Customer agrees that each Party is solely responsible for generating its PKI and ensuring the due delivery of the PKI (in the manner agreed to between the Customer and the Bank as set out in the relevant set-up form(s)) to the other party.

31.4. The H2H Services/API Banking Services shall be activated only upon each Party confirming in writing to the other Party that Party has correctly accessed the first party's PKI generated for the relevant service. Without prejudice to this term/clause, any change or substitution of either party's PKI will only be effective after the delivery and/or exchange and validation of the new keys and on a date to be notified by the Bank to the Customer.

31.5. Customer acknowledges that the Bank is not the owner or developer of the whole or any part of the PKI system chosen and used by the Customer with the H2H Services/API Banking Services and that the Bank has not made any representations or warranties regarding the PKI system to the Customer.

31.6. The Customer agrees that the Bank has no liability for any loss or damages caused by any defect or malfunction in the PKI System chosen by the Customer. Customer agrees that it shall not be entitled to rely or, any information sent by the Bank in response to any instruction where such information may be accessed freely by the Customer without using the Bank's PKI System, and the Bank shall not be liable for any losses arising from such reliance.

31.7. The Bank shall not be concerned with the identity of any transaction initiator and may act on any instruction and/or transaction file received via H2H Services/ API Banking Services. The Customer agrees that the Bank is entitled to assume that any instruction or transaction file sent via the H2H Service /API Banking Services has been initiated by an authorised transaction initiator and agrees to be bound by any transaction processed by the Bank in response to such an instruction or transaction file.

32. NO WARRANTY

The Bank's sole obligation and Customer's sole and exclusive remedy in the event of interruption to the Corporate Internet Banking Services or loss of use and/or access to the Bank's Corporate Internet Banking Services shall be to use all reasonable endeavors to restore the services and/or access to the Corporate Internet Banking Services as soon as reasonably possible. The Bank makes no other express or implied warranty with respect to the Corporate Internet Banking Services provided hereunder, including without limitation any warranties of uninterrupted/ error-free performance of the Corporate Internet Banking Services, non-infringement of third party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose.

33. MAINTENANCE OF CORPORATE INTERNET BANKING SERVICES

33.1. The Bank may from time to time upgrade, modify, alter or perform maintenance services on the Bank's Corporate Internet Banking Services (hereinafter collectively referred to as "**Maintenance Services**"). The Bank shall endeavour to give prior notice of the routine maintenance service.

33.2. The Bank shall not be liable for any losses, damages and/or expenses incurred by the Customer in respect of any loss of access and/or use or interruption in the use of the Corporate Internet Banking Services due to the Maintenance Services being performed on the same.

34. HELPDESK / GRIEVANCE REDRESSAL MECHANISM

The Customer can approach the CSB Bank Customer Care - Toll Free No. 1800-266-9090/022 69578500 or Write to bank at - customercare@csb.bank.in or register a complaint on Complaints Redressal hosted on banks website (link:- https://www.csb.bank.in/complaints-redressal)for a resolution and if the Customer do not get a satisfactory response within one month of lodging the complaint, then, under the Banking Ombudsman Scheme, the Customer can approach the Ombudsman appointed by the Reserve Bank of India, in charge of the region where I hold my account, details of which are available at banks website https://www.csb.bank.in/complaints-redressal/Integrated Ombudsman Scheme-2021 -List of Banking Ombudsman Offices. The Customer may contact CSB helpdesk for any assistance at Customer Care - Toll Free No. 1800-266-9090/022 69578500.

35. GOVERNING LAW

35.1. These terms and conditions and/or the operations in the accounts of the Customer maintained by the Bank and/or the use of the services provided through Corporate Internet Banking Service shall be governed by the laws of the Republic of India and no other nation. The Customer and the Bank agree to submit to the exclusive Jurisdiction of the Courts at the home branch location of the Customer in India as regards any claims or matters arising under these terms and conditions.

35.2. The Banks accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that Corporate Internet Banking Service can be accessed through Internet by a Customer in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/or the operations in Corporate Internet Banking Service accounts of the Customer and/or the use of Corporate Internet Banking Service.