

Terms and Conditions

These terms and conditions apply to and regulate the opening and operation of the Savings and Current Accounts (the "Account") offered by FINO Payments Bank Limited ("FPBL"). These terms and conditions shall be in addition to any other terms as stipulated by FPBL from time to time.

1. Definitions

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

- "FPBL", "the Bank", refer to FINO Payments Bank Limited having its registered office at Shree Sawan Knowledge Park, Plot No. D-507, Second Floor, MIDC Turbhe, Navi Mumbai- 400 705, India.
- "Account" refers to any account of the Customer with FPBL in India, which is designated as eligible account by FPBL or the Services.
- "Account Opening Form" (AOF) refers to the customer acquisition form for Savings and Current Account.
- "Agent" refers to such persons (i.e. Individual BC merchant) as may be appointed by FPBL from time to time for the purposes of providing the Services to the Customers.
- "Assisted mode" refers financial/ non-financial transaction by Bank's representative on behalf of customer through assisted channels like FPBL branch Counters or doorstep services by bank representative.
- "ATM/Debit Card" shall be the card issued by FPBL to its Customers for transactions for Internet Banking/ POS/ATMs/ EDCs/Internet Payment Gateway/ or any other mode as intimated by FPBL from time to time.
- "Bank's Representative" refers FPBL authorized Access Point's End User.
- "CIC" shall mean and refer to Credit Information Companies as defined under the Credit Information Companies (Regulation) Act, 2005, as amended and supplemented from time to time.
- "Channels" mean various customer service medium like Customer Care Centre or Internet banking or Mobile banking or any of FPBL's branches or any other medium as approved by FPBL, used by FPBL.
- "Contact Centre" refers to Customer Care and Phone Banking Service provided by FPBL to the Customer.
- "Customer" refers to any person holding an Account with FPBL.
- "Customer Access Points" refer to all the BC locations that are not FPBL branches, and are equipped to provide banking services to customers
- "OTP" means One Time Password which will be sent to customers registered mobile and valid for that particular transaction.
- "Quarter" shall mean a financial quarter i.e. April – June, July – September, October – December, January – March in any financial year.
- "Services" shall mean the services provided by FPBL in connection with the Account and more particularly described in these Terms.
- "Self-assisted mode" refers financial/ non-financial transaction initiated by FPBL customers on self-service channels like Mobile banking. ,
- "Website" refers to the website owned, established and maintained by FPBL at the URL www.finobank.com.
- "TCIBIL" shall mean Trans Union CIBIL Limited
- "FPBL authorized Access Point's End User" means Corporate BC and their employees and contractual staff engaged in FPBL Business

2. Applicability of Terms

These terms and conditions form the contract between the Customer and FPBL. The Customer shall apply to FPBL in the prescribed form for operation of the Account and availing of the related Services. By applying for opening the Account, the Customer acknowledges that he / she has /have read understood and accepted these terms and conditions as described in the terms and conditions mentioned elsewhere

3. Account Opening

The account opening formalities are governed by the policies of FPBL and may be revised from time to time. It may require customer/s to submit duly filled application form/s along with the prescribed set of documents designated as 'Officially valid document' stipulated as per Master Direction - Know Your Customer (KYC) Direction, 2016 and may be amended or supplements ("KYC Norms") / Anti-Money Laundering (AML) standards/Combating of Financing of Terrorism (CFT)/Obligation of banks under PMLA, 2002, including Permanent Account No. (PAN) or Form 60/61 from time to time (in case the Customer does not have a PAN), to the satisfaction of the Bank and such other documents designated as Proof of Identity (POI) & Proof of Address (POA) as well as other documents designated as 'Officially Valid Documents', wherever applicable and outlined under the KYC Norms and as may be sought by the Bank. It may also require usage of Aadhaar based authentication for obtaining Know your Customer ("KYC") details from the Unique Identification Authority of India (UIDAI) database. Any transactions undertaken from this account shall be in compliance of all the FEMA rules, regulations or notifications thereunder.

Fino Payments Bank opens accounts through 'E-Kyc' mode (applicable for Individuals who are eligible for direct benefit transfer under government welfare schemes) as well as 'Digital KYC' mode under the regulations laid by the Reserve Bank of India (RBI) and Bank can share customer demographic details with relevant regulatory bodies for verification purposes if asked.

Under Digital KYC mode, Bank is authorized to consider the One time password OTP sent to customer's mobile number as customer's confirmation for opening account with FPBL

4. Operating Accounts

- An Account may be opened in the names of: (i) an individual in his/her own name. (ii) An entity permissible constitution.
- As per RBI guidelines for Payments Bank, the account balance cannot exceed INR 1,00,000 at end of the day. However, basis the customer consent, FPBL may open a **Sweep Account** with Suryoday Small Finance Bank (SSFB), which is a Partner of FPBL and sweep out the excess balance to the linked Sweep Account. **The Customer will not have direct access to the linked account, and FPBL will be the primary channel for Sweep Account Operations.** Further, the Customer hereby agrees to provide consent to FPBL for sharing KYC and other relevant information for opening of an account with SSFB.
- The Customer acknowledges that all communications on the SSFB account will be provided to the Customer by FPBL, as furnished by the Partner. No communication (SMS/Email) will be otherwise sent to the Customer by the Partner. The Customer further acknowledges that the above terms and conditions should be read in conjunction to the detailed general terms and conditions outlined by SSFB and the Partner shall not be liable to the Customer for any damages in connection with the Account or the services of FPBL or for any loss or damage whatsoever suffered or incurred by the Customer solely due to FPBL.
- The Customer agrees that notwithstanding anything contained herein, the sweep out facility to the SSFB account is primarily a fund transfer facility being granted to the Customer. Further, FPBL shall not be under any obligation once funds are transferred to the SSFB account from the Customer's Account which shall then be governed by the internal policies and norms of SSFB.
- The Customer further agrees that the sweep in and out facility granted to the Customer is solely for its benefit and post any sweep out of funds to the Sweep account with SSFB, FPBL shall have no obligation to SSFB as FPBL and SSFB are two separate and distinct entities.
- In such cases, where the customer has not provided the consent for enabling Sweep Account and the balance during the end of day reaches INR 1,00,000, FPBL reserves the right to reject the incoming credit transaction or park the excess amount in a designated account of the bank for which the customer will not be entitled to any interest.
- "In cases, where the customer has not provided the consent for enabling Sweep Account facility with FPBL and is requesting for outward cheque clearing services of FPBL, bank reserves the right to reject such requests unless customer provides their consent for enabling sweep account facility as per the cheque collection policy of bank"
- FPBL may send any communication through SMS/Email, Courier or Post from time to the mailing address furnished by the Customer and it is incumbent upon the Customer to intimate change in mailing address, if any, immediately or within 2 weeks of such a change. FPBL shall not be responsible for any loss, damage or consequences for wrong delivery of the above items arising out of non-intimation of change in mailing address.

- The Customer is/are expected to examine the entries in the Account statement on receipt, and draw the attention of FPBL within **15 days** to any errors or omissions that might be discovered else it would be deemed as correct. FPBL does not accept any responsibility for any loss arising out of failure on the part of the Customer to carry out examination of entries in the statement and to point out such error and/or omission within one month from the date of the statement. The Customer shall open the Account with a minimum balance as prescribed by FPBL. The Customer shall be responsible for maintaining a minimum Monthly Average Balance ("MAB") during a month, as applicable to the account variant and prescribed by FPBL from time to time. Failure to maintain the prescribed MAB may attract applicable service charges and such charges may be deducted by FPBL from the Customer's Account.
- The Customers are expected to provide PAN No. or Form 60/61 or any other document as may be prescribed by tax authorities from time to time for opening the Account, acceptance of cash deposits etc. in accordance with the provisions of Rule 114B to 114D of the Income Tax Rules, 1962 and compliance thereof. FPBL will not be responsible for any direct or indirect loss or levy of tax under Income Tax Rules on account of non-compliance or non-submission of these documents by the Bank's customer.
- The primary mobile number provided by the customer will be used as the registered mobile number for all services being provided by bank which are contingent on the mobile number such as Mobile banking, OTPs, alerts and any other such service provided by FPBL from time to time.
- A customer is not allowed to open more than one account under the same product code.
- If the Customer opts for any of third party products facilitated by FPB/offered by any third party partner in tie-up with FPB viz. Insurance Products, Mutual Funds, Loan Products etc., customer undertakes to provide his/her consent to FPB for sharing requisite customer related information with the third party service provider as per Reserve Bank of India Master Circular in customer service in Banks dated July 01,2015 under customer confidentiality obligations **or those to be issued/modified by RBI from time to time**. Customer also agrees to abide by the terms & conditions laid down by such third party service providers. FPBL would be offering/distributing insurance products as a Corporate Agent and in event of servicing of the policy or claim settlement, the customer has the option to approach the third party directly or FPBL can assist them in servicing the request or claim. The role of FPBL would be to process the request or claim as per standard operating procedures laid down by the third party partner and the liability of the settlement of the request or claim lies with the third party partner. The customer shall not hold FPBL for rejection or any depreciation in the claim by the third party insurance company. FPBL shall be guided by the regulatory guidelines issued by IRDAI with respect to the responsibilities to a customer as a corporate agent.
- The Customer agrees that all funds lying in its Account shall be withdrawn/used for only lawful activities as permitted under the applicable laws and such utilization shall at no time be against public policy.
- For Current accounts which are opened in Proprietor capacity with Fino Payments Bank, their sweep account will be opened in individual capacity with Partner Bank (Individual account will be in the name of Proprietor of the entity).
- Interest Rates applicable on balances maintained in Sweep Account with Partner Bank
 - For Current accounts: No interest will be offered on the balances
 - For Savings Account: Rate of interest applicable on the available balance will be as per the rate of interest policy of partner Bank. Rates are subject to change from time to time at the sole discretion of Partner Bank (Suryoday Small Finance Bank Ltd.)

5. Know Your Customer

As per the KYC Norms / Anti Money Laundering ("AML") / Combating of Financing Terrorism ("CFT") issued under Prevention of Money Laundering Act, 2002 and as amended and supplemented from time to time, the banks are required to collect and update from time to time, the KYC and other relevant profile information of its customers. Accordingly, the Bank shall request its customers to provide appropriate information/and or documents (including latest photograph/s, identity proof, address proof, profile details of account holder/s, authorized signatories, mandate holders, beneficial owners, etc.) in accordance with the Guidelines to ensure that any changes/updates in the KYC/profile information of the customers are duly updated in the records of the Bank. The Bank in compliance with the Guidelines may make use of communication channels which shall include but not be limited to letters, bank statements, ATM/internet banking, etc. The bank shall enable various channels through which such

information can be submitted to facilitate and ease this process for the customers. In line with the Guidelines, failure to provide these documents/ information within stipulated timelines or submission of wrong, incomplete or false documents/information sought may result in the account/s being closed/ blocked for debit and/or credit transactions." Customers are also required to comply with periodical updation of KYC as per the prevalent regulatory requirements.

6. FATCA:

FATCA stands for the Foreign Account Tax Compliance Act. FATCA is a United States ("US") legislation that primarily aims to prevent tax evasion by US taxpayers by using non-US financial institutions and offshore investment instruments. As such the customer is required to submit a self-declaration on the format provided by FPBL in compliance with FATCA as part of account opening process

7. Cheque Book

FPBL reserves the right to decide whether cheque book can be provided as an instrument to the customer or not. Presently, Cheque Book facility is not available to Customers.

8. Safe Keep of Debit Card, Passwords and Cheque Book

The Customer shall be solely responsible for the safe-keeping and the confidentiality of the statements of account, cheque books, user ID and passwords/Mobile PIN relating to internet banking and mobile banking, and such other items relevant or pertaining to the Account. Bank will not be responsible for any direct/indirect loss if sustained by the customer on account of his/her sharing of debit card, password, MPIN, cheque book, etc.

9. One Time Password (OTP):

- Bank may send the Customer a password/ code/ OTP collectively, ('Password') on his/ her registered mobile phone number, as a method of confirming the identity of the Customer and/ or for enabling the Customer to make/ complete transactions with the Bank by using aforementioned Password, (including signing/ accepting/ authenticating any document, as applicable, and such a transaction shall be binding on the Customer).
- The customer agrees to use the OTP facility for financial and non-financial transactions offered by the Bank from time to time. The customer agrees to share OTP to the Bank's representative in case of assisted mode of transactions. The Bank takes no responsibility whatsoever in case of failure on behalf of the Customer to correctly enter the OTP by the Bank's representative. Furthermore, the Bank is not responsible in cases of negligence on the part of the Customer to safeguard the Password, or in case of any misuse/ interception of the Password by any unauthorized party. The Customer will keep the OTP confidential and will not disclose these to any other person in case of self-initiated transactions through self-assisted mode. The Customer is to also make certain that any OTP sent by the Bank for a particular financial/ nonfinancial transaction, is used for that transaction only (as authorized by the Customer).
- The Bank reserves the right to reject a Customer's request for performing transactions based on OTP without assigning any reasons.
- It shall be the Bank's endeavor to give a reasonable notice for withdrawal or termination of the facility, but the Bank may at its discretion withdraw temporarily or terminate the facility, either wholly or partially, anytime without giving prior notice to the Customer. The facility may be suspended for any maintenance or repair work for any breakdown in the Hardware/ Software of the Bank, any emergency or security reasons without prior notice and the bank shall not be responsible if such an action has to be taken for reasons of security or emergency.
- The customer also irrevocably authorizes the Bank to debit the Accounts for all transactions/ services undertaken by using OTP.
- The customer agrees that he/ she is aware and accepts that the Bank will enable him/ her to transact using OTP and will be deemed as bonafide transaction.

- The customer agrees that the transactions originated using the OTP on mobile phones are non-retractable as these are instantaneous/ real time. The customer also agrees to use the facility on mobile phone properly and undertakes to use the Facility only through mobile phone number which has been used to register for the Services offered by the Bank.
- The Customer shall be required to acquaint himself/ herself with the process for using the Facility/ Services and that he/ she shall be responsible for any error made while using the Facility/ Services.
- The instructions of the Customer shall be effected after authentication under his/ her OTP
- The transactional details will be recorded by the Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions.
- It is the responsibility of the Customer to provide correct information to the Bank through the use of the Facility or any other method. In case of any discrepancy in this information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.
- It will be the responsibility of the Customer to notify the Bank immediately if Customer suspect the misuse of the OTP. Customer will also immediately initiate the necessary steps to change his/ her mobile number from the respective account at the Bank.
- The Customer accepts that any valid transaction originating from the OTP generated/ forwarded at registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by usage of the OTP is duly and legally authorized by the Customer.
- The Customer shall keep himself/ herself updated with regard to any information/ modification relating to the services offered under the Facility which would be publicized on the Bank's websites and at the branches and would be responsible for taking note of / compliance of such information/ modifications in making use of the Facility.
- The Customer shall be solely liable for all loss or breach of the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure to advise the Bank within a reasonable time about any unauthorized access in the account.
- The Customer shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection/ SIM card/ mobile phone through which the facility is availed and the Bank does not accept/ acknowledge any responsibility in this regard.
- The Customer understands that the Bank will try, to the best of its ability and effort, to provide accurate information. The Bank assumes no responsibility in case of any failure in the transaction on account of any problem with the Customer's mobile network or any other issue in the device or the SIM card of the Customer, as these are factors over which the Bank has no control.
- The Customer is required to keep his/ her mobile phone and SIM card active, safe and in his/ her possession at all times. In case of any loss or theft of the device and/ or SIM card, the Customer must immediately de-register or block the lost/ stolen device and/ or SIM card with the concerned service provider. The Customer must inform the Bank of such a loss or theft at the earliest and request to delink or deregister his/ her mobile number from his/ her account, following the procedure prescribed by the bank. The Customer shall remain accountable for all the transactions on the designated account made prior to confirmation of any such delinking/ deregistration request to the Bank. The Bank is not responsible for any unauthorized use of the phone or SIM card as a result of loss or theft. The Customer is responsible for the mobile phone and the data therein, as well as keeping the Passwords and usage thereof, confidential at all times, and shall ensure that neither device nor data is shared with another party under any circumstances (either deliberately or accidentally). The Customer may not record any sensitive information related to his account with the Bank, in any form that would be intelligible or otherwise accessible to any third party, if access is gained to such a record, whether legally or illegally. The Customer shall not duplicate the data in the mobile phone or save such data in any way or form, except for purposes as permitted or required by the Bank and in accordance with applicable law.
- The Customer will be responsible for all transactions, including unauthorized /erroneous/ wrong/ incorrect/mistaken/false transactions made through the use of his/ her mobile phone and/or mobile

number regardless of whether such transactions are in fact entered into or authorized by him/ her. The Customer will be responsible for the loss/damage, if any suffered in respect of all such transactions.

Disclaimer:

- The Bank, when acting in good faith, shall be absolved of any liability in case: The Bank is unable to receive or execute any of the requests from the Customer or there is loss of information during processing or transmission or any unauthorized access by any other person or breach of confidentiality or due to reasons beyond the control of the Bank. There is any kind of loss, direct or indirect, incurred by the Customer or any other person due to any failure or lapse in the Facility which are beyond the control of the Bank. There is any failure or delay in transmitting of information or there is any error or inaccuracy of information or any other consequence arising from any cause beyond the control of the Bank which may include technology failure, mechanical breakdown, power disruption, etc There is any lapse or failure on the part of the service providers or any third party affecting the said Facility and that the Bank makes no warranty as to the quality of the service provided by any such provider.
- The Bank, its employees or agent, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, the Bank's system or the network of any service provider and/or any third party who provides such services as is necessary to provide the Facility.
- The Bank will not be responsible if OTP is not generated/forwarded on the mobile handset/ mobile number of the customer.

- **Disclaimer on the Information Technology Act, 2000: The Bank has adopted the mode of authentication of the transaction by means of OTP and/ or through verification of password or through any other mode of verification as may be stipulated at the discretion of the Bank. The user hereby agrees/ consents for the mode of verification adopted by the Bank. The user agrees that the transactions carried out or put through by the aforesaid mode shall be valid, binding and enforceable against the User and shall not be entitled to raise any dispute questioning the transactions.**

10. National Electronic Funds Transfer (NEFT)/ Real Time Gross Settlement (RTGS)

Definitions

- "Beneficiary" means the person designated as such, and to whose account payment is directed to be made in a Payment Instruction.
- "Beneficiary Bank" means the branch of the bank identified in a Payment Instruction where Customer maintains an account.
- "Customer" means a person who either maintains a Current / Savings Account or has expressed his irrevocable consent for the following terms and conditions. "Bank" means FPBL
- "Fund Transfer Facility" means the External Funds Transfer Facility through the RBI NEFT / RTGS System.
- "Payment Instruction" means an unconditional instruction issued by a Customer transmitted electronically to the Bank to effect a funds transfer for a certain sum of money expressed in Indian rupees, to the designated account of a designated beneficiary by debiting the account maintained with the Bank.
- "Security Procedure" means a procedure established between the Bank and the Customer for the purpose of verifying that the Payment Instruction or communication amending or cancelling a Payment Instruction transmitted electronically is that of the Customer or for detecting error in the transmission for the content of the Payment Instruction or communication. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, call back procedures, or similar security devices.
- Words or expressions used in these terms and conditions, but not specifically defined herein shall have the respective meanings assigned to them in the regulations specified by RBI governing NEFT and / or RBI RTGS Business Operating Guidelines, 2004 or as revised from time to time and/or the General Business Conditions.

Scope

- These terms and conditions shall govern every fund transfer order issued by the Customer during the period of validity of these terms and conditions.
- This Agreement shall be in addition to and not in derogation of the rules and regulations formulated by RBI governing the fund transfer facilities and the General Business Conditions or such other terms and conditions as may be introduced by the Bank from time to time. The Customer has gone through the above mentioned regulations and the General Business Conditions of the Bank and agrees that the rights and obligations provided therein in so far as it relates to the originator shall be binding on him / it in regard to every fund transfer order issued by him/it for execution in the NEFT / RTGS System.
- The Customer understands and agrees that nothing in these terms and conditions shall be construed as creating any contractual or other rights against the Reserve Bank or any participant in the NEFT / RTGS System other than the Bank.

Commencement and Termination

- These terms and conditions shall come into force as soon as a Security Procedure is established by mutual agreement between the Bank and the Customer.
- These terms and conditions shall remain valid until it is replaced by other terms and conditions or terminated by either party or the account is closed whichever is earlier.
- The Bank may terminate this arrangement by giving one month's notice (public or private) in writing to the other party. Notwithstanding the termination, the parties shall be bound by all transactions between them in regard to fund transfer Facility availed of by the Customer, prior to such termination.

Security Procedure

- For the purpose of these terms and conditions, the Bank may offer one or more or a combination of one or more security device.
- A Security Procedure once established shall remain valid until it is changed by mutual agreement.

Rights and obligations of the Customer

- The Customer shall be entitled, subject to other terms and conditions in the regulations and these terms and conditions, to issue fund transfer orders for execution by the Bank. Funds transfer instruction shall be issued by the customer in a manner prescribed by the participant bank.
- The Customer shall be responsible for the accuracy of the particulars given in the fund transfer order issued by him and shall be liable to compensate the Bank for any loss arising on account of any error in his fund transfer order.
- The Customer shall be bound by any fund transfer payment order executed by the Bank if the Bank had executed the payment order in good faith and in compliance with the Security Procedure. Provided that the Customer shall not be bound by any fund transfer order executed by the Bank if he proves that the payment order was not issued by him and that it was caused either by negligence or a fraudulent act of any employee of the Bank.
- The Customer shall ensure availability of funds in his account properly applicable to the payment order before the execution of the payment order by the Bank. Where however, the Bank executes the payment order without properly applicable funds being available in the Customer's account the Customer shall be bound to pay to the Bank the amount debited to his account for which fund transfer was executed by the Bank pursuant to his payment order, together with the charges including interest payable to the Bank.
- For purposes of effecting the fund transfer, the Customer shall provide the Bank all the information as required i.e. beneficiary's name, beneficiary's account number, relevant branch of the bank or place where the account to be credited is maintained, the IFSC code of the beneficiary branch. In the absence of the above mentioned details, the Bank shall not be liable to affect the fund transfer order.
- The Bank shall endeavor to maintain an updated list of NEFT / RTGS enabled branch IFSC codes, however before transferring funds, the onus will lie on the Customer to ensure that the IFSC code of the participating branch is correct for the concerned participatory.
- The Customer hereby authorizes the Bank to debit from his account any liability incurred by him to the Bank for execution by the Bank of any payment order issued by him.
- Customer agrees that the payment order shall be irrevocable after it has been executed by the Bank.
- Customer agrees that the Bank is not bound by any notice of revocation unless it is in compliance with the Security Procedure.
- Customer agrees that he shall not be entitled to make any claim against any party in the RBI NEFT / RTGS System.
- Customer agrees that in the event of any loss on account of failure or delay in the completion of the funds transfer or error in the execution of the funds transfer pursuant to a fund transfer payment order, the Bank's liability shall be limited to the extent of payment of interest at the rate determined by the Bank for any period of delay in the case of delayed payment and refund of the amount together with interest at such rate up to the date of refund, in the event of loss on account of error, negligence or fraud on the part of any employee of the Bank. The Bank shall have no liability in case of failed transactions and the Customer shall have the responsibility to reinitiate the transaction.
- The Customer agrees and acknowledges that FPBL at no time, unless mandated under any applicable law, shall be liable for any losses incurred due to any banking fraud which was beyond its reasonable control and in the event its Account was hacked by any one thereby resulting in funds being transferred from its Account as FPBL uses commercially reasonable' security
- Customer agrees that no special circumstances shall attach to any payment order executed under the fund transfer Facility under this Agreement and under no circumstances customer shall be entitled to claim any compensation in excess of that which is provided in clause (a) above, for any breach of contract or otherwise.

- The Customer agrees that FPBL, except as required under any applicable law, is under no obligation to insure any funds lying in the Customer's Account.
- Customer may approach the Banking Ombudsman for grievance redressal if no response is given by the Bank even after one month of lodging the complaint with the Bank or if the customer is not satisfied with the redressal of complaint provided by the bank
- The Bank shall execute a fund transfer order issued by the Customer duly authenticated by him as verified by the Security Procedure, unless: the funds available in the account of the Customer are not adequate or properly applicable to comply with the payment order and the Customer has not made any other arrangement to meet the payment obligation, the payment order is incomplete or it is not issued in the agreed form, the payment order is attached with notice of any special circumstances, the Bank has reason to believe that the payment order is issued to carry out an unlawful transaction, the payment order cannot be executed under the RBI NEFT / RTGS System due to cut off time regulations and RBI holidays
- No fund transfer order issued by the Customer shall be binding on the Bank until the Bank has accepted it.
- The Bank shall, upon execution of every fund transfer order executed by it, be entitled to debit the designated account of the Customer, the amount of the funds transferred together with charges payable thereon, whether or not the account has sufficient balance.
- NEFT credits to the beneficiaries account number may be expected on the same date if the NEFT Payment Instruction is given from 8:00 am to 6:30 pm from Monday to Saturday. The NEFT facility is not available on Sundays, second and fourth Saturdays and National Public holidays. The Bank shall endeavor to dispatch the fund transfer instruction to RBI on the same day, when received before the cut-off hours else on the next working day. However, the Bank does not guarantee the same or be responsible for any delays caused on account of factors beyond the reasonable control of the Bank. If the customer schedules an NEFT transaction on a bank holiday, then his funds will be debited the same day and will be dispatched to RBI the next working day.
- RTGS credits to the beneficiaries account number should ideally reflect on the date of the transaction itself. However, the Bank does not guarantee the same or be responsible for any delays caused on account of factors beyond the reasonable control of the Bank. If the customer schedules a transaction on a bank holiday, then his payment will be executed and affected only the next working day. If the customer initiates an RTGS transfer to a beneficiary bank branch which has a bank holiday then the credit will reflect in the beneficiary's account only on the next working day of the beneficiary bank. The RTGS service window for Customer's transactions is available from 8:00 am to 4:00 pm from Monday to Saturdays on Online Banking platform and 8:00 am to 3:30 pm from Monday to Saturdays in the Branch for settlement at the RBI end. However, the timings that the banks follow may vary depending on the customer timings of the bank branches. The RTGS facility is not available on Sundays, second and fourth Saturdays and National Public holidays.
- The Bank shall issue to the Customer a duly authenticated record of the transaction after completion of the funds transfer and also issue at the end of each month, a statement of account. The Customer shall, within a period of two days from the date of receipt of the record of transaction or as the case may be, within the period of ten days from the date of receipt of the monthly statement report to the Bank any discrepancy in the execution of the payment order. The Customer agrees that he shall not be entitled to dispute the correctness of the execution of the payment order or the amount debited to his account if he fails to report the discrepancy within the said period days.
- The Bank shall assume no responsibility for: Fund transfer transactions carried out in good faith relying on the Customer's instructions; Not carrying out fund transfer transactions where the Bank has reason to believe in its sole discretion that the instructions are not genuine or are otherwise unclear, improper, vague, or doubtful;
- Failed fund transfer transactions due to any reason whatsoever including any reasons attributable to RBI or any other third party involved in the process; and
- For any loss or damage incurred or suffered by the Customer for any error, defect, failure or interruption of Fund Transfer service or consequences arising out of delayed payments.

- The Bank reserves the right not to accept a fund transfer request without assigning any reason thereof. In consideration of the Bank agreeing to extend to the Customer the said fund transfer facility, the Customer hereby irrevocably agrees to the terms and conditions mentioned above.

11. IMMEDIATE PAYMENT SERVICE:

Immediate Payment Service (IMPS) from FPBL is an instant inter-bank electronic fund transfer service available 24x7, throughout the year including Sundays and any bank holiday.

Definitions:

- "Bank" means "FINO Payment Bank"
- "Customer", "I", "We", "me", "my", "our" or "us" means the person named here in availing the IMPS facility and shall include both singular and plural.
- "IMPS Facility" means the Immediate Payment service Funds Transfer facility through NPCI system.
- "Mobile Number" means Mobile Number of the customer registered in the records of the Bank and enabled to receive transaction alerts for his/her account.
- "NPCI" means "National Payment Corporation of India"
- "Security Procedure" means a procedure established between the Bank and the customer for the purpose of verifying that the payment order or communication amending or cancelling a payment order transmitted electronically is that of the customer or for detecting error in the transmission for the content of the payment order or communication. A security procedure may require the use of algorithms or other codes, encryption, call back procedures or similar security devices.

Scope of the terms & conditions: -

- These terms and conditions shall govern every payment order issued by the customer under the IMPS facility.
- The customer understands and acknowledges that nothing contained herein shall be construed as creating any contractual or other rights against NPCI and the Reserve Bank of India (RBI) except the Bank.
- These Terms & Conditions shall be in addition to and not in derogation of the NPCI IMPS Regulations, 2014 with subsequent additions/ modifications read with the RBI guidelines. The customer agrees that the rights and obligations provided therein in so far as it relates to the originator shall be binding on him/it regard to every payment order issued by him/it for execution in the IMPS Facility.

Commencement and Termination: -

- These Terms & Conditions shall come into force as soon as a request for transfer payment through IMPS is made by the customer and/or as soon as a security procedure is established by mutual agreement between the Bank and the Customer.
- These terms and conditions and any modifications thereto shall remain valid and binding on the customer as and when and on each occasion the customer opts to make a transfer payment using the IMPS facility. The Bank can withdraw the IMPS facility by giving reasonable notice.

Rights and obligations of the Customer: -

- The customer shall be entitled, subject to other terms and conditions herein and the NPCI Regulations, to issue payment order for execution by the Bank.
- Payment order shall be issued by the customer in the form complete in all particulars. The customer shall be responsible for the accuracy of the particulars given in the payment order issued by him and shall be liable to compensate the bank for any loss arising on account of any error in his payment order.
- The customer shall be bound by any payment order executed by the Bank if the Bank has executed the payment order in good faith and in compliance with the security procedure.
- The customer shall ensure availability of funds in his account properly applicable to the payment order before the execution of the payment order by the Bank. Where however, the Bank executes the payment order without properly applicable funds being available in the customer's account, the customer shall be

bound to pay to the Bank the amount debited to his account for which an IMPS was executed by the Bank pursuant to his payment order together with the charges including interest payable to the Bank.

- The customer hereby authorizes the Bank to debit to his account for any liability incurred by him to the Bank for execution by the Bank of any payment order issued by him.
- Customer agrees that the payment order shall become irrevocable when it is executed by the Bank.
- Customer agrees that he shall not be entitled to make any claim against any party in the NPCI System except the Bank.
- Customer agrees that in the event of any delay, for any reason whatsoever but excluding reasons beyond its control and/ or reasons which can be attributed to Acts of God, in the completion of the Funds Transfer or any loss on account of error in the execution of the Funds Transfer pursuant to a payment order, the Bank's liability shall be limited to the extent of payment of interest at the Bank rate for any period of such delay and refund of the amount together with interest at the
- Bank rate up to the date of refund in the event of loss on account of error, negligence or fraud on the part of any employee of the Bank..
- Customer agrees that no special circumstances shall attach to any payment order executed under the IMPS facility and under no circumstance customer shall be entitled to claim any compensation in excess of that which is provided above, for any breach of contract or otherwise.

Rights and obligations of the bank: -

- The Bank shall execute a payment order issued by the customer duly authenticated by him as verified by the security procedure, unless: -
- The funds available in the account of the customer are not adequate or properly applicable to comply with the payment order and the customer has not made any other arrangement to meet the payment obligation.
- The payment order is incomplete or it is not issued in the agreed form.
- The payment order is attached with notice of any special circumstances.
- The Bank has reason to believe that the payment order is issued to carry out an unlawful transaction.
- The payment order cannot be executed under the NPCI System.
- No payment order issued by the customer shall be binding on the Bank until the Bank has accepted it.
- The Bank shall, upon execution of every payment order by it, be entitled to debit the designated account of the customer, the amount of the funds transferred together with charges payable thereon, whether or not the account has sufficient balance.
- The customer agrees that IMPS facility is being availed at the customer's own risks including but not limited to misuse of password, internet fraud, mistakes & errors, technology risks , the customer understands and accepts that the bank shall not be responsible or liable in respect of the said risks.

CONDITIONS OF TRANSFER: -

- The Bank shall not be liable for any loss of damage arising or resulting from delay in transmission delivery or non-delivery of Electronic messages or any mistake, omission, or error in transmission or delivery thereof or in deciphering the message from any cause whatsoever or from its misinterpretation received or any other action beyond its control.
- All payment instructions should be checked carefully by the customer.
- IMPS service is real-time and also available on weekends and public holidays. The beneficiary account is credited instantly. In case the funds are not transferred due to system issues, the TAT for the same is 5 days and for which the customer has to reach his/her respective Bank.
- The charges for sending money would be decided by FPBL from time to time in accordance to guidelines from NPCI.
- IMPS funds transfer can be done using various FPBL channels like Internet/Mobile Banking/BC Agent App Application etc.
- IMPS service is used to transfer funds within INDIA with denominations of INR only.
- The maximum amount that can be transferred by the Customer is amount standing to the credit of the Account subject to the bank/regulatory ceiling of maximum permissible limit.

12. TRANSFER TO VIRTUAL PAYMENT ADDRESS (VPA) USING UNIFIED PAYMENT INTERFACE (UPI)

Unified Payments Interface (UPI) from FPBL is an instant real-time payment system developed by National Payments Corporation of India facilitating inter-bank transactions based on Virtual Payment Address (VPA).

Definitions:

- "Bank" means "FINO Payment Bank"
- "Customer", "I", "We", "me", "my", "our" or "us" means the person being a Bank account holder, availing the Transfer facility to Virtual Payment Address (VPA) using Unified Payment Interface and shall include both singular and plural.
- "NPCI" means "National Payment Corporation of India"
- "Security Procedure" means a procedure established between the Bank and the Customer for the purpose of verifying that the payment order or communication amending or cancelling a payment order transmitted electronically is that of the Customer or for detecting error in the transmission for the content of the payment order or communication. A Security Procedure may require the use of algorithms or other codes, encryption, call back procedures or similar security devices.
- "Transfer facility to Virtual Payment Address (VPA) using Unified Payment Interface" means the facility available to carry out funds transfer to the Virtual Payment Address of the beneficiary through the NPCI system and the infrastructure set up by NPCI.

Scope of the terms & conditions: -

- These terms and conditions shall govern every payment order issued by the Customer on the Bank platform by utilizing the Transfer facility to Virtual Payment Address (VPA) using Unified Payment Interface.
- The Customer understands and acknowledges that nothing contained herein shall be construed as creating any contractual or other rights against NPCI and the Reserve Bank of India (RBI), except the Bank.
- These Terms & Conditions shall be in addition to and not in derogation of the NPCI UPI Regulations, 2016 as amended or replaced from time to time, read with the RBI guidelines. The Customer agrees that the rights and obligations provided in the NPCI UPI Regulations, 2016 and the applicable RBI guidelines in so far as it relates to the originator shall be binding on the Customer with regard to every payment order issued through the Bank by utilizing the Transfer facility to Virtual Payment Address (VPA) using Unified Payment Interface.

Commencement and Termination: -

- These Terms & Conditions shall come into force as soon as a request for transfer on the Bank platform is made by the Customer by utilizing the Transfer facility to Virtual Payment Address (VPA) using Unified Payment Interface and/or as soon as a Security Procedure is established between the Bank and the Customer.
- These terms and conditions and any modifications thereto shall remain valid and binding on the Customer as and when and on each occasion the Customer opts to make a transfer through the Bank by utilizing the Transfer facility to Virtual Payment Address (VPA) using Unified Payment Interface. The Bank can withdraw the Transfer facility to Virtual Payment Address (VPA) using Unified Payment Interface by giving reasonable notice.

Rights and obligations of the Customer: -

- The Customer shall be entitled, subject to other terms and conditions herein and the NPCI Regulations, to issue payment order for execution by the Bank.
- Payment order shall be issued by the Customer in the form complete in all particulars. The Customer shall be responsible for the accuracy of the particulars given in the payment order and shall be liable to compensate the bank for any loss arising on account of any error in the payment order.
- The Customer shall be bound by any payment order executed by the Bank, if the Bank has executed the payment order in good faith and in compliance with the Security Procedure.

- The Customer shall ensure availability of funds in the account properly applicable to the payment order before the execution of the payment order by the Bank. Where however, the Bank executes the payment order without properly applicable funds being available in the Customer's account, the Customer shall be bound to pay to the Bank the amount debited to the account for which a transfer to Virtual Payment Address (VPA) using Unified Payment Interface was executed by the Bank pursuant to the payment order together with the charges including interest payable to the Bank.
- The Customer hereby authorizes the Bank to debit the account for any liability incurred by the Customer to the Bank for execution by the Bank of any payment order issued by the Customer.
- Customer agrees that the payment order shall become irrevocable when it is executed by the Bank.
- Customer agrees that he shall not be entitled to make any claim against any party in the NPCI System except the Bank.
- Customer agrees that in the event of any delay, for any reason whatsoever but excluding reasons beyond its control and/ or reasons which can be attributed to acts of god, in the completion of the funds transfer or any loss on account of error in the execution of the funds transfer pursuant to a payment order, the Bank's liability shall be limited to the extent of payment of interest at the Bank rate for any period of such delay and refund of the amount together with interest at the Bank rate up to the date of refund in the event of loss on account of error, negligence or fraud on the part of any employee of the Bank.
- Customer agrees that no special circumstances shall attach to any payment order executed under the transfer facility to Virtual Payment Address (VPA) using Unified Payment Interface and under no circumstance Customer shall be entitled to claim any compensation in excess of that which is provided in above point, for any breach of contract or otherwise.

Rights and obligations of the Bank: -

- The Bank shall execute a payment order issued by the Customer duly authenticated by the Customer as verified by the Security Procedure, unless: -
- The funds available in the account of the Customer are not adequate or properly applicable to comply with the payment order and the Customer has not made any other arrangement to meet the payment obligation.
- The Bank has reason to believe that the payment order is issued to carry out an unlawful transaction.
- No payment order issued by the Customer shall be binding on the Bank until the Bank has accepted it.
- The Bank shall, upon execution of every payment order by it, be entitled to debit the designated account of the Customer, for the amount of the funds transferred together with charges payable thereon, whether or not the account has sufficient balance.
- The Customer agrees that Transfer facility to Virtual Payment Address (VPA) using Unified Payment Interface is being availed at the Customer's own risks including but not limited to misuse of password, internet fraud, mistakes & errors, technology risks and the Customer understands and accepts that the Bank shall not be responsible or liable in respect of the said risks

CONDITIONS OF TRANSFER: -

- The Bank shall not be liable for any loss of damage arising or resulting from delay in transmission delivery or non-delivery of electronic messages or any mistake, omission, or error in transmission or delivery thereof or in deciphering the message from any cause whatsoever or from its misinterpretation received or any other action beyond its control.
- All payment instructions should be checked carefully by the Customer.
- Transfer facility to Virtual Payment Address (VPA) using Unified Payment Interface is real-time and also available on weekends and public holidays. The beneficiary account is credited instantly. In case the funds are not transferred due to system issues, the resolution time for the same is 15 days and for which the Customer has to contact the Bank.
- The charges for funds transfer to Virtual Payment Address (VPA) using Unified Payment Interface would be decided by the Bank and changes shall be intimated to the Customer from time to time.
- Funds transfer to Virtual Payment Address using UPI service can be done from Branch/Agent Application and FPBL Mobile/Internet Banking.

- Funds transfer to Virtual Payment Address (VPA) using Unified Payment Interface is available only in Indian rupees and for funds transfer within India.
- The maximum amount that can be transferred by the Customer is amount standing to the credit of the Account subject to the regulatory ceiling of Rs 1 Lakh per transaction/per day. Any transaction more than Rs 1 Lakh will not get processed. Funds transfer to Virtual Payment Address (VPA) using Unified Payment Interface can be done only between banks participating in UPI from NPCI.

13. Miscellaneous

Inactive and Dormant Account

1. FPBL may classify an Account as Inactive if there are no Customer-induced transactions for 12 months in the Account and Dormant if there are no Customer-induced transactions for 24 months in the Account, i.e. no Customer-induced transactions for 12 months after the Account has become Inactive.
 - Customer-induced transactions shall mean any credit or debit transactions done by a Customer in the Account through the following modes:
 - Transactions through Cheque
 - Cash or Cheque Deposit
 - Cash Withdrawal
 - Transaction through Internet/Mobile/Phone banking
 - Transaction by EFT
2. FPBL may in its sole discretion deny Services and / or transaction in the Account of a Customer, which has been classified as Inactive or Dormant.
3. FPBL will arrange for transfer of unclaimed deposits with the Bank to RBI after 10 years without making any reference to the customer. However, customer can get the account activated with the Bank at any point of time without his approaching/making a reference to RBI.

Charges / Fees

Charges in connection with the operation of the Account and the Services would be levied at the rates as prescribed on the Website from time to time. Charges will be debited to the Account at such intervals as per the extant rules of the Bank.

FPBL will also have the right to set-off the service charges, charges for non-maintenance of MAB or any wrong credit or late returns reported by the correspondent bank /counter party by debiting the Account, without requirement of providing further notice or seeking additional consent / authorization. In case of any shortfall in the Account or in the event of closure of the Account, the Customer shall be liable to pay the unrecovered charges, including interest on account of these charges to FPBL, forthwith, without demur or protest. FPBL, at its sole discretion, may levy service charges for the facilities provided by the Bank, in parts subject to maximum limit/s as decided by the Bank from time to time.

The Bank will have right to set-off the amount from any/subsequent credits in the customer's account, if service charges are in arrear, and bank will not be responsible for the loss to the customer on account of alteration in the balances due to such debits.

The Customer agrees and confirms that in the event any of the Services in connection with the Account are or become liable to tax under the applicable laws and regulations, the Customer shall bear all the taxes or duties (by whatever name called) in connection with such Services and FPBL is hereby authorized to deduct any such amount from the Account, without requirement of providing further notice or seeking additional consent / authorization. In the event of occurrence of any of the above events, the Customer shall receive balance amounts as a credit in their account, net of all deductions made as per the terms and conditions hereof. The Customer shall be intimated at the last address provided by the Customer and required to collect all such amounts, from FPBL; in case the Customer does not collect the amounts within the time period stipulated by the Bank in the communication sent to him / her as above, FPBL reserves the right to keep such amounts in a designated office account without any interest being payable on the same.

If any sum due and payable by the Customer is not paid on the due date, the Customer shall be liable to pay interest (both after as well as before any judgment) on such unpaid sum at such rate or rates as FPBL may from time to time stipulate from the date payment is due up to the date of payment. FPBL in its sole discretion may restrict the number of withdrawals in the Account.

Payment of Interest:

Interest is calculated on a daily basis on the daily closing balance in the Account, at the rate specified by FPBL in accordance with Reserve Bank of India directives. The interest amount calculated is rounded down to the nearest rupee with minimum of Rs. 1. Interest will be paid quarterly in March, June, September and December.

Electronic Transactions:

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

Sharing of Information

The Customer undertakes and authorizes FPBL to exchange, share or part with all the information, data or documents relating to his/her application to other Banks / Financial Institutions/ Credit Bureaus / Agencies / Statutory Bodies /Tax authorities /Enforcement Director / Financial Intelligent Unit – New Delhi/Central Information Bureaus/ TCIBIL or CIC and/or any other agency authorized in this behalf by RBI or if required under local law, Where there is duty to the public to disclose/Where interest of bank requires disclosure/Where the disclosure is made with the express or implied consent of the customer. and shall not hold FPBL liable for use of this information. The Customer also authorizes FPBL to exchange, share or part with all the information, data or documents with third party products offered by FPBL like Insurance, Mutual Funds, third party loans etc. on anonymous basis , and the customer undertakes not to hold FPBL responsible for use of the information, data or documents provided by FPBL to the third party i.e. Insurance Company, Mutual Fund Houses, IRDA, SEBI, Exchange etc.

Outsourcing

The bank may outsource some of its services to a third-party professional agency/s in accordance with the guidelines stipulated by the RBI from time to time and as part of its Outsourcing Policy.

Change of terms

Terms & conditions are liable to change due to change in any rules/ regulations from RBI/ GOI, any addition or deletion of facility/ product by the bank or any other reason which the bank may deem fit for amending the existing terms & conditions. The bank may change the terms & conditions from time to time at its own absolute discretion. Changes can be but may not be limited to addition of new terms & conditions, deletion of existing terms & conditions, modification to an existing terms & conditions. The bank may communicate the changes either by hosting on its website, or through any other available mode of communication. The customer shall be responsible to keep himself updated on the terms & conditions by checking the banks websites regularly.

Notices

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

Indemnity

- The Customer hereby agrees that the Customer shall, at his/its own expense, indemnify, defend and hold harmless FPBL and its officers, directors, employees, representatives, attorneys, agents and third party service providers from and against any and all liability any other loss that may occur, arising from or relating to the operation or use of the Account including any fraud or hacking of the Account (unless so mandated under the applicable laws) or the Services or breach, non-performance or inadequate performance by the Customer of any of these Terms or the acts, not-errors, representations, misrepresentations, fraudulent use or misuse of the facility or services, misconduct or negligence of the Customer in performance of its obligations.
- Under no circumstances shall FPBL be liable to the Customer for any indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services.
- FPBL shall not be liable for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the Customer howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.
- The Customer shall indemnify FPBL as collecting banker for any loss or damage which FPBL may incur or suffer by guaranteeing any endorsement or discharge on a cheque, or other instrument presented for collection and such guarantee as given by FPBL shall be deemed to have been given in every case at the Customer's express request.
- The Customer shall solely be responsible for ensuring full compliance with all the applicable laws and regulations in any relevant jurisdiction in connection with establishment of his/her Account with FPBL and shall indemnify and keep indemnified FPBL from all actions, proceedings claims, losses, damages, costs and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by FPBL in connection with any failure to comply with any such applicable laws/regulations.
- The indemnities as aforesaid shall continue notwithstanding the termination of the Account.

Nomination

- Nomination facility is available for the Account in the names of individuals. Only one nominee is permissible for an Account and the nomination is to be made by the Customer in accordance with the Banking Companies (Nomination) Rules, 1985. The Customer should ensure that he/ she gets/ is given the acknowledgement as per the nomination rules framed by Reserve Bank of India. The Customer is at liberty to change the nominee, through declaration in the appropriate form to revise the nomination during the Life cycle of the Account with FPBL.
- The account holder may, by filing in necessary particulars in the prescribed format at the time of opening of account, nominate any person who, in the event of death of the account holder as the case may be shall become entitled to the Deposit and the payment thereon.
- If such nomination is not made at the time of opening the account, it may be made by the account holder at any time, by means of an application in the prescribed format to FPBL from which the Account is issued. Should the Customer not like to avail nomination facility, he / she shall provide a specific declaration for not availing the nomination facility.
- In the event of death of the Deposit holder in respect of which a nomination is in force, the nominee shall be entitled for release of the deposits in his favour. For the aforesaid purpose, the surviving nominee shall make an application to the branch manager of the Bank, supported by proof of death of the account holder. Payment to the nominee will however be made on satisfactory completion of the formalities as laid down or modified/amended from time to time by the Bank.
- If an account holder dies and there is no nomination in force at the time of his / her death, the Bank shall pay the sum due to the deceased, to his / her legal heirson completion of the required formalities/process as per bank policy.

Communication Address and Change of Customer's Particulars

- The Customer agrees that FPBL may make use of any contact information provided by the Customer and kept on the records of FPBL (including address, telephone number and e-mail address) from time to time to communicate with the customer (whether through letters, telephone calls, SMS, e-mail or other means).
- The Customer warrant that all particulars given to FPBL are, to the best of your knowledge, accurate and in case the customer provides wrong information or misinterprets himself, FPBL shall be free to initiate legal action against the Customer along with freezing or closing the account. The Customer undertakes to notify FPBL immediately of any change of address, employment or other pertinent particulars recorded with FPBL. The Customer is required that such request for change of information be accompanied by documents evidencing such change.
- Unless FPBL specify otherwise, any communication from us to you will be considered as having been received by the Customer: (i) at the time of personal delivery or leaving it at the address last notified in writing by the Customer (if delivered personally); (ii) 48 hours after FPBL have posted it to the above address if that address (if sent by post);(iv) immediately after FPBL have e-mailed it to the e-mail address last notified by the Customer (if sent by e-mail); (v) immediately after FPBL have made it available in the Personal Internet Banking profile maintained by the Customer with FPBL (if made available there); or (vi) immediately after FPBL have displayed it at its premises (if communicated by display).

Governing Law

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

Disclosure

- The Customer hereby irrevocably authorizes FPBL to disclose, as and when FPBL is required to do so by applicable law or when FPBL regards such disclosure as necessary or expedient (including but not limited to disclosures for the purpose of credit review of any Account, service/s received by the Customer from FPBL with others or otherwise), any information relating to the Customer, his/her Account(s) whatsoever held on the Customer's behalf to:-
 - The head office, affiliates or any other branches or subsidiaries of FPBL;
 - his/her auditors, professional advisers and any other person(s) under a duty of confidentiality to the Bank;
 - Vendors, installers, maintainers or servicers of FPBL's computer systems;
 - any exchange, market, or other authority or regulatory body having jurisdiction over FPBL, its head office or any other branch of FPBL or over any transactions effected by the customer
 - Any party entitled to make such demand or request;
 - Any person with whom FPBL contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under the Terms;
 - any person (including any agent, contractor or third party service provider) with whom FPBL contracts or proposes to contract with regard to the provision of services in respect of the Customer's or the Borrower's account(s) or Facilities (as the case may be) or in connection with the operation of FPBL's business;
 - any person employed with, or engaged as an agent by, the Bank or its head office or affiliates, including any relationship officers for the purposes of or in connection with interactions with the Customers or providing services to the customers or the Borrower's or

- processing transactions pertaining to the Customers' or the Borrower's accounts or Facilities; and
 - to enable FPBL to centralize or outsource its data processing and other administrative operations) to FPBL's head office, its affiliates or third parties engaged by the Bank for any such services/operations.
- The Customer hereby agrees and consents that FPBL shall be entitled, in connection with the Customer's application for any account, facilities or services provided by FPBL, or during the course of the Customer's relationship with FPBL, to obtain and procure information pertaining to the Customer or any of his/ her/ its accounts, legal or financial position from whatever sources available to FPBL.

Closure of the Account

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

- In case any of the documents furnished towards KYC are found to be fake / forged / defective;
- In case fraudulent / forged / fake cheques / bank drafts or any such instruments are attempted to be cleared / cleared through the Account;
- In case of frequent returns of inward / outward cheques in the Account;
- Improper conduct of the Account in terms of volume / type of transactions;
- For unsatisfactory conduct of the Account.
- In the event of inappropriate behavior/ gross misconduct in Bank premises.
- The Customers shall be solely liable for return of cheques/dishonoring of any instruments consequent to such closure and all costs / charges arising out of such closure / freezing of the Account(s).
- Upon closure of the Account(s) for any of the reasons specified above or otherwise, the Customer shall take steps to collect any balance amount in the Account, if any, and till such time the Customer collects such amounts, FPBL reserves the right to keep such amounts in a special office account without any interest being payable on the same.
- In case the balance in the account is not sufficient to cover the charges due to reasons, including but not limited to, non-maintenance of MAB, annual fees, FPBL reserves the right to close the account within 6 months after giving a notice to the Customer/s.
- FPBL also reserves the right to close or freeze the Account(s), for reasons which may include, but not limited to, the following:
 - Garnishee order.
 - Attachment order by Competent Court of Jurisdiction and Competent Authority of Government and Quasi-Judicial bodies.
 - Death of the customer.
 - is declared incompetent by a court

Non-Transferability:

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

Banker's Lien and Set-Off:

- FPBL shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on all the deposits held/ balances lying in any Account of the Customer, to the extent of all amounts payable by the Customer arising as a result of any of FPBL's services extended to and/or used by the Customer or as a result of any other facilities that may be granted by FPBL to the Customer. FPBL is entitled without any notice to the Customer to settle any indebtedness whatsoever owed by the Customer to FPBL, whether actual or contingent, or whether primary or collateral, or whether joint and/or several, including without limitation indebtedness under any indemnity given by the Customer to FPBL hereunder or under any other document/ agreement, by

adjusting, setting-off any deposit(s) and transferring monies lying to the balance of any Account(s) held by the Customer with FPBL, notwithstanding that the deposit(s)/ balances lying in such Account(s) may not be expressed in the same currency as such indebtedness. FPBL's rights hereunder shall not be affected by the Customer's bankruptcy, insolvency, death or winding-up.

- In addition to FPBL 's rights of set-off, lien or any other right which it may at any time be entitled whether by operation of law, contract or otherwise, the Customer authorizes FPBL: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Customer with or to any branch or office of FPBL Limited and (b) to apply, set-off or transfer at any time (without prior notice to the Customer) any credit balance (whether or not then due) to which the Customer is at any time beneficially entitled (whether singly or jointly) on any account, in the Customer's name or jointly with any other person, with any branch or office of FPBL Limited (whether in India or elsewhere) towards the satisfaction of any or all of the Customer's liabilities (whether such liabilities be present or future, actual or contingent, primary or collateral, or several or joint) under the Terms or for the Customer's account(s) or under the terms of any other facilities that may be granted by FPBL to the Customer.
- FPBL shall not be under any obligation to exercise any of its rights under this Paragraph.
- The above mentioned rights of FPBL are without prejudice to the obligations of the Customer to pay to FPBL when due all its indebtedness and without prejudice to any other rights that FPBL may have against the Customer for recovery of outstanding from Customer to FPBL.
- FPBL shall be entitled to withhold payments out of the Customer's Account or dishonour the Customer's cheque/instructions in case any amounts outstanding from the Customer to FPBL are not paid when due.

Intellectual Property Rights

That the name, logo, design of FPBL is solely the property of the FPBL and in no case the customer shall use the same in any form or manner.

Waiver:

No failure or delay by FPBL in exercising any right, power or privilege stated in this terms and conditions shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies of FPBL as stated herein shall be cumulative and not exclusive of any rights or remedies provided by law.

No encumbrances

Customer will need to ensure that no encumbrance/ third party interest is created/ permitted over the account (including the credit available in the account) held with the bank without explicit written agreement with the bank

Force Majeure

The bank shall not be liable if any transaction fails, bank's services are disrupted or the bank is not able to perform/ underperforms any of its obligations as outlined under the Terms & Conditions by an event of 'Force Majeure' and in happening of such cases, the banks obligation will remain suspended till such 'Force Majeure' condition remains. 'Force Majeure' event means events caused beyond the reasonable control of the bank which may include but may not be limited to acts of Gods, fire, flood, sabotage, virus attack on the system, earthquake, tsunami, unauthorized access/ hacking of banks assets, communication failure, riot etc.

Our Right to Decline or Delay Instructions

For security reasons, FPBL have the right to at any time without notice delay or not process any instruction that is not submitted by you in person.

E Sign

Customer's e-KYC information would be used for availing e-sign services from the banks' ESP for Digitally Signed application form, key-generation, certificate issuance, signature creation and key destruction. E sign would be treated as the customer' signature wherever applicable. The customer hereby authorizes FPBL that his e sign shall be used for opening of account and other related transactions including purchase of insurance, mutual funds etc.

Accuracy of Information

A customer shall provide such information as the Bank may from time to time reasonably request for the purposes of providing the services. The Customer is responsible for the correctness of information supplied to the Bank through the use of Internet Banking Services or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequences arising out of erroneous/incomplete/incorrect information supplied by the Customer. If the Customer suspects that there is an error in the information supplied to the Bank by him/her, he/she shall advise the Bank within five days for necessary corrective action. The Bank will accept customers' request and update its records wherever possible on a 'best efforts' basis.

Ownership

FPBL retains all ownership and proprietary rights in relation to all products, software, services, trademarks, copyright, patents and other materials relating to FPBL. Further, the Customer agrees not to obscure or Remove any third party intellectual property rights and shall not sell, license, distribute, edit, adapt, create derivative works from or otherwise make unauthorized use of the materials owned or licensed to FPBL.

Errors of Omission & Commission

- The filling in of applicable data for transfer of funds would require proper, accurate and complete details.
- For instance, the customer is aware that:
 - He/she would be required to fill in the correct Account number of the person to whom the funds are to be transferred.
 - He/she would be required to fill in the correct Credit Card number while making Credit Card payments.
- In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts/credit card account and there is no guarantee of recovery of the same thereafter. The Customer shall therefore take full care to ensure that there are no mistakes and errors and that the information given by him/her to the Bank in this regard is error free, accurate, proper and complete at all points of time. The bank does not accept any responsibility in the transfer of funds to the wrong beneficiary due to wrong input by the customer.
- The bank will follow RBI instructions on affording credit to beneficiaries' account in respect of electronic payments such as RTGS, NEFT, IMPS,NACH,UPI etc. based solely on the beneficiary account number information received from the originating bank. In the event of the Customer's Account receiving an extraneous credit by reason of a mistake committed by the originator or the originating bank or for any other reason, the Bank shall be entitled to reverse such erroneous/extraneous credit at any time whatsoever without his/her consent. 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.

Amendments

FPBL reserves the right to change, modify, add or remove any term at any time after notifying on FPBL's website. The Customer agrees that in the event such changes are not agreeable to the Customer, the only remedy that the Customer shall have is to terminate its FPBL Account. In the event the Customer continues to use the FPBL Account, the Customer shall be deemed to have agreed to such amendments.

Grievances

Any grievances of the customer related to the defect in product or deficiency in services offered by FPBL, it can be lodged by calling at Customer Grievance Redressal numbers available at our website www.finobank.com or by lodging the grievances at our website www.finobank.com, which shall be redressed within stipulated timelines as specified by RBI.

Linkage with Bank's other policies

The terms and conditions enumerated hereinabove for opening and maintenance of accounts with FPBL will also be governed by the applicable provisions of the bank's following policies, wherever applicable:

1. Customer Compensation Policy;
2. Fair Practice Code;
3. Customer Deposit Policy
4. Customer Grievance Redressal Policy; and
5. KYC & AML Policy