

## THE TAMIL NADU STATE APEX CO-OPERATIVE BANK LTD.

Old No: 233, New No: 4, N.S.C BOSE ROAD, CHENNAI -600 001. Phone: 044-25302300, 044-25302333 Fax: 044-25340508 Email:tnscbank@vsnl.com, ebk@tnscbank.com

Web: www.tnscbank.com Web: www.tnscbank.net.

# **APEX NeT BANKING**

# **APPLICATION FORM - CORPORATE CUSTOMER**

FROM: Date: <u>31.10.2011</u>

M/s: Karaimedu Primary Coop Agrl cr. society ltd CIF No: 123456789

Karaimedu. Bahoor Post. PAN: AAASS4444H

<u>Cuddalore Dist. Pin:</u> 607402 Fax: <u>0413-295913</u>

Email: <u>karaimedupacs @yahoo.com</u> Phone No: <u>0413-295911</u>

TO:

The Manager / Chief Manager,

The Tamil Nadu State Apex Co-operative Bank Ltd,

**HEAD OFFICE** Head Office / Branch.

Dear Sir/Madam,

We wish to apply for Internet Banking service from The Tamil Nadu State Apex Cooperative Bank Ltd. The following accounts that are maintained in your branch / Head Office of your Bank may be provided with TNSC APEX NeT BANKING services. We request you to enable net banking service and issue Login ID, login Password and Transaction password to perform transactions.

The Board Resolution of our Bank/Society/Corporate/Partners/ Trustees/ Clubs and Association of Persons dated <u>31.10.2011</u> has been handed over to the Bank. We are appointed as the authorized persons to deal with the bank and request you to provide the Corporate Net Banking facility for our account.

We understand that our application for Net Banking services is subject to your acceptance and we abide by the terms and conditions in force from time to time, which are exhibited in the Internet Banking site of TNSC BANK [www.tnscbank.net] and also attached to this application form provided to us. The Particulars required for providing the Net Banking facility are furnished below.

1. CONSTITUTION:				
<ul><li>□ DIST.C.C.BANKS</li><li>□ UCB/CTB</li><li>□ PARTNERSHIP FIRM</li><li>□ HUF</li><li>□ SOCIET</li></ul>				
(Please make a tick against appropriate text box	to select the constitution)			
2. Account Details: (All accounts should be in the name of the corporate only)				

S.No	Account Type(CA/ POD/ CC)	Account Number								
1	Current Account	5	5	5	5	5	5	5	5	5

3. Names of the Authorised persons and Accounts linked for operation.

S.No	Name of the Authorised person	Designation	Account Number	Signature
1	xxxxxxxxxxxxxx	Secretary	55555555	Sd/
2	xxxxxxxxxxxxxxx	Asst. Secretary	55555555	Sd/
3	xxxxxxxxxxxxxx	Cashier	55555555	Sd/
4	xxxxxxxxxxxxxx	Assistant	55555555	Sd/

(Please furnish the names of the authorised persons and other details regarding their designation and access to accounts. Also get signature of each authorised persons and to be attested. If space provided is not sufficient, please furnish the details in a separate sheet in the above format only.)

# 4. Transaction work flow

Particulars of Corporate Net Banking Workflow are given below

S.No	Transaction to be initiated	Transaction to be authorised
1.	CASHIER/ASSISTANT	AUTHORISED OFFICER
2.	AUTHORISED OFFICER	AUTHORISED OFFICER

We understand that all the transactions done by our Authorised person through Corporate Net Banking Services, complies the above workflow rule will be considered as valid transactions of the Bank.

## NOTE:

Change in the role mapping and hierarchy structure will be done by TNSC Bank on receiving request from the Corporate duly signed by the authorised signatories. The proforma application for such requests can be downloaded from the Bank's website <a href="https://www.tnscbank.net">www.tnscbank.net</a>

We <u>Karaimedu Primary Coop Agrl cr. society ltd</u> the applicant do hereby verify and confirm that all the details provided in this application are true and correct and nothing stated is false.

## Declaration:

We have duly read the terms and conditions, user instructions for Corporate Net Banking and understood the meaning/implications of these conditions, and accept the terms and conditions as mentioned on your website and also attached to the application form. We also agree to abide by and be bound by the terms and conditions in force from time to time. The risk factors relating to Corporate Net Banking have been duly explained to us by the Bank and we hereby consent to the same and in particular shall not hold the Bank responsible for any conversion.

We enclose herewith the necessary documents required for and request the Bank to provide the Apex net banking services of TNSC Bank.

# Yours faithfully, (please affix signature with official seal)

1. Sd/		2. Sd/
[Name: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	_]	[Name: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
[Designation: <u>Secretary</u>	_]	[Designation: Asst.Secretary]
3		4
[Name:	_]	[Name:]
[Designation:	]	[Designation]

(To be signed by authorised person nominated by the resolution of the board of management to deal with the Bank and not the authorised persons allowed to operate the internet banking operations)

# **FOR BANK USE ONLY**

1. HOME BRANCH. (The branch where the account is maintained):

Date: \_\_\_\_\_

Signatures of the authorised persons are visignatories also verified.	erified. Attestation done by the authorised			
<ol> <li>All the accounts mapped to the CIF are in the name of the Corporate only and verified</li> </ol>				
3. The signatures of authorised persons have Conditions	been obtained in all pages of the terms and			
Corporate Net Banking facility is recommen	nded for this account.			
Signature o	f the Officers			
1	2			
Name: Name:				
Designation: Designation:				
Staff Code No: Staff Code				
PROJEC	T OFFICE			
	 Date:			
User ID and Passwords are generated for Corporate net banking facility and sent to the	the authorised persons allowed to operate the Home Branch/Corporate			
1	2			
Name:	Name:			
Designation:	Designation:			
Staff Code No: Staff Code No:				

# SPECIMEN OF BOARD RESOLUTION TO AVAIL CORPORATE NET BANKING

A copy of the Terms and Conditions of the TNSC BANK Ltd governing APEX NeT Banking services are made available to the Corporate (Bank, Society, Corporate firms, Partnership firm, Trustees, Clubs and Association of Persons) and the same was placed before the Board on 31.10.2011 (date) at Karaimedu (place).Resolved to avail the Corporate Net Banking Services for the account(s) held with The Tamil Nadu State Apex Cooperative Bank Ltd., in the name of the Corporate (Bank, Society, Corporate firms, Partnership firm, Trustees, Clubs and Association of Persons) The Corporate accepts all the terms and conditions of The Tamil Nadu State Apex Cooperative Bank Ltd., and further do accept such terms and conditions, regulations, stipulations laid down by The Tamil Nadu State Apex Cooperative Bank Ltd., from time to time for this purpose.

Resolved further that the following officials are hereby individually or severally or jointly authorized to accept, sign, execute, deliver and complete all documentation agreements and abide by the modifications in order to apply for and avail the Corporate Net Banking facility provided by The Tamil Nadu State Apex Cooperative Bank Ltd.

Resolved further that the following officials are authorized to appoint the user(s) for various roles including Local Administrator and to provide mandate to the Bank to operate all the accounts / selected accounts mapped to them on behalf of the Corporate (Bank, Society, Corporate firm, Partnership firm, Trustees, Clubs and Association of Persons)through Corporate Net Banking Services including debit balance accounts of the Corporate (Bank, Society, Corporate firm, Partnership firm, Trustees, Clubs and Association of Persons)account(s) with The Tamil Nadu State Apex Cooperative Bank Ltd., and / or continue to operate the account (s) even when overdrawn as per the access specifications provided to the Bank.

S.No	Name of the Executive	Designation	Signature
1	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Secretary	Sd/
2	xxxxxxxxxxxxxxxxx	Asst. Secretary	Sd/
3			
4			

Resolved further that all the electronic fund transfers including RTGS/NEFT transactions done by the authorised users of the corporate through Corporate Net Banking services are authorized transactions and will be binding on the Corporate (Bank, Society, Corporate firm, Partnership firm, Trustees, Clubs and Association of Persons). The corporate does agree to hold The Tamil Nadu State Apex Cooperative Bank Ltd., without detriment for providing access to carry out the transactions.

The Officials authorized by the Board to present the mandate to the Bank for transacting on the account will appoint a Local Administrator (who will be single point of contact between the corporate and TNSC BANK) to verify / monitor the veracity of the transactions put through Net Banking. The application form be duly filled and handed over to the Bank with the signature of the Officials authorized by this Board Resolution. The role level mapping of the various hierarchies of users for the Corporate (Bank, Society, Corporate firm, Partnership firm, Trustees, Clubs and Association of Persons) under the Corporate Net Banking with specified powers for viewing, initiating and or approving transactions in a single or multiple levels has the desired authority by this Resolution.

Resolved further that to confirm and accept that the risk factors relating to all the electronic fund transfers including RTGS/NEFT transactions relating to Corporate Net Banking services have been duly explained to us by TNSC BANK Ltd and we hereby consent to the same. Further Resolved that Corporate (Bank, Society, Corporate firm, Partnership firm, Trustees, Clubs and Association of Persons) shall not hold TNSC BANK responsible for any Conversion or any misuse of the net Banking facility availed by the Corporate (Bank, Society, Corporate firm, Partnership firm, Trustees, Clubs and Association of Persons)

Further Resolved that a copy of the resolution to be submitted to The Tamil Nadu State Apex Cooperative Bank Ltd., duly certified by the SPECIAL OFFICER.

Sd/Signature of the Special Officer
Name with official seal

Any modification of the mandates shall be by a fresh resolution passed by the corporate's Board to be followed by intimation to the Bank, enclosing the copy of the Board Resolution.

## TERMS AND CONDITIONS - APEX NeT BANKING - CORPORATE CUSTOMERS

#### **Definitions:**

BANK refers to THE TAMIL NADU STATE APEX CO-OPERATIVE BANK LTD registered as a cooperative society under Tamil Nadu Cooperative Societies Act 1983 having its registered office at Old No:233, New No:4, N.S.C.Bose Road, Chennai - 600 001 includes the successors and assigns of THE TAMIL NADU STATE APEX CO-OPERATIVE BANK

WEBSITE means website of the Bank, i.e. www.tnscbank.net.

Apex NeT banking means the net banking services available with the TNSC Bank Ltd.

Corporate means District Central Cooperative Banks, Urban/Town Cooperative Banks, Primary Agricultural Cooperative Credit Societies, other cooperative societies, Public / Private Limited Companies, Registered partnership firms, Hindu Undivided Family (HUF), Clubs, Association of Persons, Trusts, Society, and any other institution falling under this category.

Customer means Individuals and Corporate having account with TNSC Bank Ltd.

**Corporate User(s)** refer(s) to authorized person(s) on behalf of the Corporate to utilize Corporate Net Banking Services of the Bank including account holder(s) / signatories.

**Internet banking account** refers to any type of account so designated by the Bank for allowing Internet Banking facility.

Terms refer to terms and conditions for use of Corporate Net Banking Services as specified herein and available at the Bank's web site and as modified from time to time.

## **Applicability of Terms**

These terms form the contract between the Corporate for using the Internet Banking Services and the Bank. After the net banking application is duly submitted and accepted by the bank, the corporate accepts these terms. Any condition relating to the accounts of the customer other than these terms will continue to apply except that in the event of any conflict between these terms and the account conditions, these terms will continue to prevail. Any change in these terms and conditions will be applicable to the existing Corporate Net Banking customers as long as they avail these services. Changed terms, if any, will also be displayed at the Bank's website.

## Application for Net Banking Services

Bank reserves the right to offer the Corporate Net Banking Services to select corporate customers at its discretion. Submission of the application form and the acknowledgement thereof does not automatically imply the acceptance of applications for providing Corporate Net Banking services by the Bank.

## **Access to Net Banking Services**

After submission of the application, the Bank would allot a Corporate ID along with the User ID and a secret password (to be used at the time of login only) to the corporate for log in and transaction password for transaction purposes. On confirming the delivery of the login and transaction password to the corporate, the bank will activate the access to the Internet banking services to the customer. If the corporate user does not log in within 15 days from the date of activation (first login) the pin status will become dormant. For reactivation of the pin the corporate has to contact the branch/Head Office.

As a safety measure, all the corporate users including the Local Administrator shall have to change the passwords compulsorily during the first login and accept the terms and conditions appearing on the login screen before the system permits them to start using Internet Banking Services. The changed password is valid for 90 days, afterwards the password will expire, and the user has to change login/transaction password using the proper menu.

#### Provision of Net Banking Services:

The Bank shall endeavour to provide various banking services to the Corporate through Internet Banking Services, such as, enquiry about the balance in its account(s), details about transactions, statement of account(s), transfer of funds within own accounts, within Bank accounts, with other Bank accounts etc. The Bank, at its sole discretion, may also make additions / deletions to the Internet Banking Services being offered to the Corporate. The availability / non-availability of a particular service shall be advised through e-mail or web page of the Bank or written communication. The Bank shall take reasonable care to prevent unauthorized access and ensure security of the Internet Banking Services by using technology reasonably available to the Bank. However, it is the mandatory obligation on the part of the customer to maintain Secrecy of the Customer's credentials and follow necessary security guidelines as displayed in the Internet banking Website of the Bank. The corporate shall not use or permit to use Internet Banking Services or any other related service for any illegal or improper purposes. The Bank, may from time to time advise required browser settings for using Internet Banking Services by the Corporate. There will be no obligation on the part of the Bank to support all the versions of the Internet browsers available in the market.

## **Local Administrator**

Every Corporate has to appoint a Local Administrator and convey the same to the Bank along with a copy of the mandate containing such authorization. Local Administrator will be the single point of contact for the Bank in all issues relating to Internet Banking of the Corporate Accounts. He will be facilitating to disable / enable Corporate Users, set time restrictions for the Users. All operations performed by the Local Administrator will be binding on the Corporate as he / she is the designated person from the Corporate for doing all the aforesaid activities. However, based on the requirement of the Corporate the Local Administrator can be provided with Transaction Facility also or may be restricted to View facility only as the case may be.

#### **Password**

The Corporate User(s) must:

- a) Keep the user ID and passwords totally confidential and not reveal the passwords to any person.
- b) choose passwords with minimum 6 characters maximum 16 characters long consisting of a mix of alphabets, numbers and special characters not relating to any readily accessible personal data, such as, his / her name, address, telephone number, vehicle number, driving license no. etc. or easily guessable combination of letters and / or numbers.
- c) Commit the User ID and passwords to memory and not to record them in a written or electronic form; and In the event of forgetting of User ID and / or passwords or expiry / disability of password(s), the corporate user can request for change/reissue of the same by sending a request to the Bank in writing through the local Administrator. The allotment of new passwords and / or replacement of User ID shall not be construed as the commencement of new contract.

#### Minimum Balance

The corporate shall maintain minimum balance at all times in Internet Banking account(s), as the Bank may stipulate from time to time. The Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance.

## Charges

The Bank may at its discretion, from time to time specify charges for usage of Internet Banking services and / or additional charges for select services which will be advised to Corporate at the time of opening the account and also be displayed on the website of the Bank.

#### **Funds Transfer**

The Corporate shall advise its Users including the local Administrator that they shall not use or attempt to use Internet Banking Services for funds transfer without sufficient funds in the relative Internet Banking Services account. The Bank will endeavor to affect such funds transfer transactions received through Internet Banking Services provided there are sufficient funds available in the corporate account. The Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the reasonable control of the Bank. If due to technical errors or non-giving effects to certain instructions, the account results in overdraft, the Corporate will be liable to refund the overdrawn amount along with interest as applicable to such type of accounts.

## Corporate maximum limits per day.

The funds transfer limit per day fixed for a corporate may vary from corporate to corporate depending on the recommendations received from their home branch and depending on their conduct of their account.

Authority to the Bank in case of Corporate Accounts

Banking transactions in the account(s) are permitted through Internet after authentication of the Corporate ID, User ID and passwords of the corporate User(s) only. The Corporate has to give an express authority to the Bank to carry out the Banking transactions performed by its Users through Internet Banking Services. The Bank shall have no obligation to verify the authenticity of any transaction purported to have been sent by the Corporate User via Internet Banking Services. All transactions arising from the use of Internet Banking Services shall be binding on all the parties of the corporate body, jointly and severally. The display or printed output that is generated by corporate at the time of operation of internet banking services will be the record of the corporate unless the same is inconformity with the records maintained by the bank and shall not be construed as the Bank's record of the relative transactions. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

Accuracy of Information

The Corporate 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. The Bank accepts no liability for the consequences arising out of the information supplied by the corporate or the user. Corporate is responsible for the correctness of information supplied to the Bank through the use of Corporate Net Banking or through any other means such as electronic mail or written communication. If the Corporate suspects that there is an error in the information supplied to the Bank by them, the corporate shall advise the Bank immediately. The Bank will endeavor to correct the error wherever possible on a 'best efforts' basis.

#### Obligation of the Bank

- 1. The Bank shall not be liable for any unauthorized transaction(s) occurring through the use of Internet Banking Services, which can be attributed to the fraudulent or negligent conduct of the Corporate or its users.
- 2. The Bank shall not be liable to the account holder(s) for any damages, whatsoever, whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on the loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature, whatsoever, and whether sustained by the account holder(s) or any other person. The bank shall not be liable if Internet Banking Services 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(s) beyond the control of the Bank.
- 3. The Bank shall endeavor to take all possible steps to maintain secrecy and confidentiality of its corporate account(s) but shall not be liable to the account holder(s) for any damages, whatsoever, caused on account of breach of secrecy / confidentiality due to hacking.
- 4. THE BANK SHALL NOT BE LIABLE FOR ANY LOSS DUE TO UNAUTHORISED TRANSFER OF FUNDS THROUGH HACKING etc.

## **Obligation of the Corporate**

The Corporate agrees that the authentication of transactions effected by the Corporate Users on the Internet is done by the use of "User ID" and "passwords" including Corporate ID in Corporate Accounts. It is expressly agreed that any operation done by use of "User ID" and "Passwords" including Corporate ID in the corporate accounts, will be deemed to be genuine operation by the Corporate.

## Authority to the Bank

The internet is an open system and that the Bank cannot and does not, guarantee that the personal information, which the customer furnishes, will not be intercepted or accessed by others and decrypted. The Bank shall not be liable or responsible for any confidential or other information provided by or pertaining to the customer (including Bank a/c Nos., Passwords, Personal Identification Nos., and Ids. Transaction details etc.,) be intercepted and subsequently used by an unintended recipient.

## **Indemnity Clause**

The customer hereby agrees to indemnify and save the Bank harmless against all damages, losses, expenses, and costs (including legal costs) suffered by the Bank in connection with or arising from

- (1) the customer's access of this web site and / or use of the online services or
- (2) any other party's access of this web site and / or use of the online services using the customer's USER id and / or Password or
- (3) the customer's breach of any of these terms and conditions of access or
- (4) Any other party's breach of any of these terms and conditions of access where such party was able to access this web site and / or use the online services by using the customer's USER -ID and / or Password.

## Disclosure of personal information

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

- 1. in compliance with a legal directive
- 2. for fraud prevention purposes
- 3. for credit rating by recognized credit rating agencies
- 4. for participation in any telecommunication or electronic clearing network.

#### 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 the Corporate Account (s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Internet Banking Service extended to and / or used by the Corporate.

## Change of Terms and Conditions

By continuing to access or use the web site or any facilities, products or services offered on the website, the customer will be deemed to have agreed to accept and be bound by such altered, added to or deleted terms and conditions. The existence and availability of the new functions will be notified to the Corporate as and when the same is made available on the Bank's Internet banking website <a href="https://www.tnscbank.net">https://www.tnscbank.net</a>. By using the new services, the Corporate agrees to be bound by the applicable terms and conditions If the customer does not agree to the alterations, additions, or deletions, they should discontinue accessing or using the website with proper instructions in writing or mail.

## Non Transferability

The grant of facility of Internet Banking Services to a Corporate is not transferable under any circumstances and shall be used by the Corporate only.

## Termination of Internet Banking Service

The Corporate may request for termination of the Internet Banking Services facility any time by giving a written notice through the authorized persons as per the bank record. The Corporate will remain responsible for any transactions made on Internet Banking Service by the Bank. The Bank may withdraw the Internet Banking facility anytime after giving reasonable notice to the User through the Website. The closure of account by the Corporate will automatically terminate the Internet Banking Services. The Bank may suspend or terminate the Internet Banking Services without prior notice if the user has committed breach of these terms and conditions or the Bank comes to know about the death, bankruptcy, legal incapacity of the User.

## **Governing Law**

These terms and conditions and/ or the operations in the accounts of the USER maintained by the BANK and/ or the use of the services provided through APEX NeT BANKING shall be governed by the laws of the Republic of India and no other nation. The USER and the BANK agree to submit to the exclusive jurisdiction of the Courts located in Chennai, Tamilnadu, India as regards any claims or matters arising under these terms and conditions.

## **Notices**

Notices under these terms and conditions may be given by the Bank and the Corporate through Electronic media to mailbox of either party. Such notices will be regarded as being in writing. Customers are advised to ensure that they use a secure web site, with SSL certificate shown on the right hand side of the screen, to check the beginning of the Web address in their browser address bar it should be "https://" rather than just http://, to avoid phishing threats.