



## **Terms and conditions governing Internet Banking Service of Allahabad Bank** **(For Individual)**

### **1. Definitions:**

In this document, the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

"**ACCOUNT(S)**" refers to the user's bank account, home loan account, vehicle loan account, consumer durable loan account and/or any other type of account (each account hereafter referred to as an "Account" and collectively as "Accounts"), so maintained with Allahabad Bank are eligible Account(s) for purposes of Internet Banking. One of these Accounts shall be designated as the Primary Account and all other Accounts, if any, of the user shall be referred to as Secondary Account(s).

"**ALLAHABAD BANK**" or "**BANK**" refers to Allahabad Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 and having its Head Office at 2, Netaji Subhas Road, Kolkata 700 001.

"**INTERNET BANKING**" or "**INTERNET BANKING SERVICE**" refers to the internet banking service offered by Allahabad Bank to the user including services such as enquiry about balance in the Account, details about transactions in the Account(s), statement of Account, transfer of funds and any other service as Allahabad Bank may decide to provide from time to time through internet. The availability/non-availability of a particular service shall be communicated to the user through email, web page of Allahabad Bank or in writing as may be deemed fit by Allahabad Bank. Such Internet Banking may be provided by Allahabad Bank directly or through its associates or its service providers.

"**USER**" or "**User**" refers to a customer of Allahabad Bank, authorised to use Internet Banking.

"**PAYER**" refers to the person who holds the Account which is authorised for debit

"**PAYEE**" refers to the person to whom User will transfer Fund(s).

"**PERSONAL INFORMATION**" refers to the information provided by the User to Allahabad Bank.

"**TERMS**" refer to Terms and Conditions for use of Internet Banking Service as specified in this document.

"**BENEFICIARY REGISTRATION CONFIRMATION**" refers to confirmation of Payee Registration to whom User will transfer Fund(s).

"**WEBSITE**" refers to the website owned, established and maintained by Allahabad Bank or its service providers for and on behalf of Allahabad Bank located at the URL <https://www.allbankonline.in> or [www.allbankonline.com](http://www.allbankonline.com).

In this document all references to the User being referred in masculine gender shall be deemed to include the feminine gender also.

### **2. Applicability of Terms:**

These Terms form the contract between the User and Allahabad Bank for availing Internet Banking. The User shall apply to Allahabad Bank in the prescribed form for use of Internet Banking. Allahabad Bank shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the Users without assigning reasons therefore. By applying for or availing Internet Banking, the User acknowledges and accepts these Terms. These TERMS will be in addition to and not in derogation of the TERMS and conditions relating to any account of the User.

### **3. Internet Banking:**

For the purpose of availing Internet Banking, the User would need to have legal and valid access to the Internet and Allahabad Bank's Internet Banking Service. The User shall have the option of applying for facilities provided by Allahabad Bank on Internet Banking. The facility to a User shall be extended to the User subject to the User

complying with Allahabad Bank's credit parameters and submitting all documents required by Allahabad Bank in a physical form to Allahabad Bank. Allahabad Bank may in its sole discretion reject the application for the facility by the User.

The Internet Banking Service is restricted to account holders and Indian residents only and not offered in other jurisdictions.

The information provided to the User through the Internet Banking is not updated continuously but at regular intervals. Consequently, any information supplied to the User through Internet Banking will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the User. Allahabad Bank shall not be liable for any loss that the User may suffer by relying on or acting on such information.

Allahabad Bank may keep its records of the transactions in any form it wishes. In the event of any dispute, Allahabad Bank's records shall be binding as the conclusive evidence of the transactions carried out through Internet Banking in the absence of clear proof that Allahabad Bank's records are erroneous or incomplete.

Any request for any service, which is offered as a part of Internet Banking, shall be binding on the User as and when Allahabad Bank receives such a request. If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the User, Allahabad Bank shall not be required to act on the request until it receives such documentation from the User.

In case of any request for a service relating to any foreign currency transaction made by the User, the exchange rates quoted by Allahabad Bank shall only be provisional and shall be subject to future variations in the exchange rate. The rate at which the transaction is given effect to would be the effective rate for all intents and purposes.

The User shall ensure that Internet Banking or any related service is not used for any purpose which is illegal, improper or which is not authorised under these Terms.

### **4. Internet Banking Access:**

The User would be allotted a confidential Internet Banking User-id and a set of secret passwords by Allahabad Bank in the first instance. The User will be required to change the password assigned by Allahabad Bank on accessing Internet Banking for the first time. As a safety measure, the User shall change the password as frequently thereafter as possible. In addition to User-id and password Allahabad Bank may, at its discretion, advise the User to adopt such other means of authentication including but not limited to digital certification and/or smart cards. The User shall not attempt or permit others to attempt accessing the Account information stored in the computers of Allahabad Bank through any means other than the Internet Banking.

### **5. Unauthorised Access:**

The user shall take all necessary precautions to prevent unauthorized and illegal use of Internet Banking and unauthorized access to the Accounts provided by Internet Banking. Allahabad Bank shall take all commercially reasonable care to ensure the security of and to prevent unauthorised access to the Internet Banking using commercially reasonable technology available in India to Allahabad Bank.

### **6. Internet Banking Password:**

The User acknowledges, represents and warrants that the password which will be issued to him, provides access to the Account and that User is the sole and exclusive owner and is the only authorised User of the password and accepts sole responsibility for use, confidentiality and protection of the password, as well as for all orders and information changes (i.e. change of address) entered into Accounts using such password. The User grants express authority to Allahabad

Bank for carrying out transactions and instructions authenticated by such password.

The User unconditionally undertakes to have Internet Banking password of such number of letters/digits as may be notified by Allahabad Bank from time to time and ensure that the same is kept confidential; and to not let any unauthorised person have access to the internet while the User is accessing the Internet Banking.

If the User forgets the Internet Banking password or the Internet Banking Password gets locked after a number of incorrect attempts, upto such number as may be intimated by Allahabad Bank from time to time, then the User may request for the issue of a new password through the 24-Hour Phone Banking Service, Internet Banking Channel or the Allahabad Bank Branch and this shall not be construed as the commencement of a new contract. Such Password may be issued within such time as may be intimated by Allahabad Bank from time to time. The User agrees and acknowledges that Allahabad Bank shall in no way be held responsible or liable if the User incurs any loss as a result of information being disclosed by Allahabad Bank regarding his Account(s) or carrying the instruction of the User pursuant to the access of the Internet Banking and the User shall fully indemnify and hold harmless Allahabad Bank in respect of the same.

The User shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person intentionally, voluntarily, accidentally or by mistake. The User shall comply with such guidelines, instructions or TERMS as Allahabad Bank may prescribe from time to time with respect to the password.

#### **7. Joint Accounts:**

In case of Joint Accounts, transactions through Internet Banking shall be available if the mode of operation is indicated as 'either or survivor' or 'former or survivor'. The User desirous of using the Internet Banking should either be the Account holder and sole signatory or authorised to act independently in case of a joint account. For such joint accounts, one User-ID and password for Internet Banking will be issued to one of the joint account holders when requested. The other joint account holders shall expressly agree with the arrangement and give undertaking on the application form for use of Internet Banking. In case of joint accounts operated by more than one User, Allahabad Bank shall act on the instruction received first and any subsequent instruction shall not be considered. All correspondence will be addressed to the first named person only. All transactions arising from the use of Internet Banking in the joint account shall be binding on all the joint account holders, jointly and severally.

#### **8. Charges:**

Allahabad Bank reserves the right to charge and recover from the user service charge for providing the Internet Banking (including but not limited to the right of charging the user for the use of funds transfer). The user hereby authorises Allahabad Bank to recover the service charge by debiting one or more of the Accounts of the user. Failure to do so shall result in recovery of the service charge by Allahabad Bank in a suitable manner along with interest, if any, and/or suspension of the facility of Internet Banking without any liability to Allahabad Bank and without any intimation to the User in this respect.

#### **9. Minimum Balance:**

The Bank may, at its discretion, stipulate at any time for maintaining certain minimum balance or levy any charges for availing the Internet Banking services of the Bank. The user shall ensure that there are sufficient funds (or prearranged credit facilities) in any Account for transactions through the Internet Banking, and Allahabad Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that Allahabad Bank shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the user and the user shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related to costs and charges.

Allahabad Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation Allahabad Bank may levy service charges for use of

Internet Banking which will be notified by Allahabad Bank to the user from time to time. Any change in such service charges will also be notified to the user. The user authorises Allahabad Bank to recover all charges related to Internet Banking as determined by Allahabad Bank from time to time by debiting one or more of the Accounts.

Allahabad Bank may withdraw the provision of Internet Banking, wholly or partly, if at any time the balance amount falls short of the required minimum as aforesaid and / or if the service charges remain unpaid, without giving any further notice to the user and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

#### **10. Funds Transfer through Internet Banking:**

The User accepts that he will be responsible for keying in the correct account number for the fund transfer request. In no case, Allahabad Bank will be held liable for any erroneous transactions incurred arising out of or relating to the User entering wrong account numbers.

The User shall not use or attempt to use the Internet Banking for funds transfer without sufficient funds in the relative Account or without a pre-existing arrangement with Allahabad Bank for the grant of an overdraft. Allahabad Bank will endeavour to effect funds transfer transaction received through Internet Banking subject to availability of sufficient funds in the Account and Confirmation of Beneficiary Registration by the User. Allahabad Bank shall specify from time to time the limit for carrying out various kinds of funds transfer or any other services through Internet Banking. The said facility will be provided as per conditions specified by Allahabad Bank from time to time.

Allahabad Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond its reasonable control including non-confirmation of Beneficiary Registration. Allahabad Bank reserves the right to charge the User for the use of funds transfer by giving due notice on the website about such charges.

If funds transfer is made available to the user, it may be used for transfer of funds from user account to his other accounts or to third party accounts, maintained at Allahabad Bank or at any other Bank which falls under the network of Reserve Bank of India's Electronic Fund Transfer system.

#### **11. Hot Payment Facility:**

Allahabad Bank provides the facility of payment for transactions executed on internet through different sites. Allahabad Bank will execute such transactions only for the sites specified on its website <https://www.allbankonline.in> or [www.allbankonline.com](http://www.allbankonline.com) and will be responsible for transferring the amount debited to the customer to the Account maintained by the Service Provider however it will not be held responsible for any information content on any other site.

#### **12. Application for Facilities through Internet Banking:**

The User shall have the option of applying for facilities provided by Allahabad Bank on Internet Banking. The facility to a User shall be extended to the User subject to the User complying with Allahabad Bank's credit parameters and submitting all documents required by Allahabad Bank in a physical form to Allahabad Bank. Allahabad Bank may in its sole discretion reject the application for the facility by the User.

The User can check the availability of a pre-approved offer by Allahabad Bank to him through Internet Banking. The eligibility of a User for a facility provided by Allahabad Bank shall be decided by Allahabad Bank. Any pre-approved offer by Allahabad Bank to the User does not constitute grant of facility to the User and shall be subject to the User complying with Allahabad Bank's credit parameters and submitting all documents required by Allahabad Bank in a physical form to Allahabad Bank.

#### **13. Authority to Allahabad Bank for Internet Banking:**

The user irrevocably and unconditionally authorises Allahabad Bank to access all his Account(s) for effecting banking or other transactions performed by the user through the Internet Banking. The instructions of the user shall be effected only when such instruction is in accordance with the prescribed procedure.

Allahabad Bank shall have no obligation to verify the authenticity of any transaction / instruction received or purported to have been received from the user through Internet Banking or purporting to have been sent by the user other than by means of verification of the Internet Banking user-Id and the password.

The read-out, the faxed /email output or the printed output, if any, that is received by the user at the time of operation of Internet Banking is a record of the operation of the computer by the user and shall be accepted as conclusive and binding for all purpose. All the records of Allahabad Bank generated by the transactions arising out of the use of the Internet Banking, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction. While Allahabad Bank shall endeavour to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law. All the transactions arising through the use of the Internet Banking to operate a joint account shall be binding on all the joint account holders, jointly and severally.

#### **14. Instructions:**

All instructions for Internet Banking shall be given, through computer or any other medium/channel enabled by Allahabad Bank for the purpose, by the User in the manner indicated by Allahabad Bank. The User is also responsible for the accuracy and authenticity of the instructions provided to Allahabad Bank and the same shall be considered to be sufficient to operate the Internet Banking. Allahabad Bank shall not be required to independently verify the instructions, and the instruction shall remain effective till such time the same is countermanded by further instructions by the User.

Allahabad Bank shall have no liability if it does not or is unable to stop or prevent the implementation of an instruction which is subsequently countermanded. Where Allahabad Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the User before acting on any instruction of the User or act upon any such instruction as it deems fit. Allahabad Bank states that it has no liability or obligation to keep a record of the instructions to provide information to the User or for verifying User's instructions. Allahabad Bank may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the Internet Banking if it has reason to believe that the User's instructions will lead or expose to direct or indirect loss or may require an indemnity from the User before continuing to operate the Internet Banking.

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

#### **15. Accuracy of Information:**

The user is responsible for the correctness of information supplied to Allahabad Bank for use of the Internet Banking / while using any facility of Internet Banking or through any other means such as electronic mail or written communication. Allahabad Bank accepts no liability for the consequences arising out of erroneous information supplied by the user. If the user notices an error in the information supplied to Allahabad Bank either in the application form or any other communication, he shall immediately advise Allahabad Bank which will endeavour to correct the error wherever possible on a "reasonable efforts" basis. Be it stated that Allahabad Bank is not responsible/liable for the consequences arising out of erroneous information before its correction as indicated before.

#### **16. Liability of the user and Allahabad Bank:**

Allahabad Bank shall not be liable for any unauthorised transactions occurring through the Internet Banking and the user hereby fully indemnifies and holds Allahabad Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. Allahabad Bank shall under no circumstance be held liable to the user if the Internet Banking is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Allahabad Bank. Under no circumstances shall Allahabad Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the user or by any other person. Illegal or improper use of the Internet Banking shall render the user liable for payment of financial charges as decided by Allahabad Bank or will result in suspension of the operations through the Internet Banking.

Notwithstanding anything contained in the terms, due to the nature of Internet Banking, Allahabad Bank shall not be responsible for any loss or damage to the User's data, software, computer, telecommunication or other equipment caused by using the Internet Banking.

#### **17. Indemnity:**

In consideration of Allahabad Bank providing the user the Internet Banking, the user shall, at his own expense, indemnify and hold Allahabad Bank, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, indemnified against all losses and expenses on full indemnity basis which Allahabad Bank may incur, sustain, suffer or is likely to suffer in connection with Allahabad Bank's execution of the user's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through Internet Banking for any action taken or omitted or to be taken by Allahabad Bank, its officers, employees or agents, on the instructions of the user. The user will pay Allahabad Bank such amount as may be determined by Allahabad Bank to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

Further, the user agrees, at its own expense, to indemnify, defend and hold harmless Allahabad Bank, its directors and employees, representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against Allahabad Bank, its directors and employees, representatives, agents, and Affiliates by a third party, to the extent that such claim, suit, action of other proceeding brought against Allahabad Bank, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with the user of Internet Banking with reference to:

- (i) a violation of the Terms contained herein by the user;
- (ii) any deletions, additions, insertions or alterations to, or any unauthorized use of, Internet Banking by the user;
- (iii) any misrepresentation or breach of representation or warranty made by the user contained herein;

or

- (iv) any breach of any covenant or obligation to be performed by the user hereunder. The user agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

The user further indemnify, in case the password is forgotten or gets locked after a number of incorrect attempts or accidentally divulged or any other reason and a new password is allotted to him by the Bank at his request; the bank and its successors or assigns against all action proceeding claim, demand, cost, losses, expenses and liability whatsoever which may be brought or made against Bank and its successors or assigns, its directors, employees, representatives, agents and/or affiliates in consequences of issuing "New Password" to him and shall keep the Bank harmless in case of any financial loss suffered

by the Bank due to misuse of his Previous / New password by the user or any third person and operate the Bank's account or whatsoever by way of availing Internet Banking facility of the bank, which may result into loss to the bank for issuing such "Password".

The user hereby agrees that under no circumstances, Allahabad Bank's aggregate liability for claims relating to Internet Banking, whether for breach of in tort (including but not limited to negligence) shall be limited to the transaction charges/fees or consideration paid by the user within the previous twelve (12) months for Internet Banking, excluding any amount paid towards transactions.

#### **18. Disclosure of Information:**

The User agrees that Allahabad Bank and/or their contractors may hold and process his personal Information and all other information concerning his Account(s) on computer or otherwise in connection with the Internet Banking Service as well as for analysis, credit scoring and marketing. The User also agrees that Allahabad 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 for participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognised credit scoring agencies, or for fraud prevention purposes.

#### **19. Bank's Lien:**

To the extent of all outstanding dues, whatsoever, arising as a result of using Internet Banking Service extended to and/or used by the User, Allahabad 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/scrips held in the User's Account(s) or in any other account, whether in single name or joint name(s).

#### **20. Proprietary Rights:**

Allahabad Bank shall make reasonable efforts to advise from time to time the Internet software such as browsers which are required for availing of Internet Banking. There will be no obligation on Allahabad Bank to support all or any versions of the Internet software as may be required for offering Internet Banking. The user acknowledges that the software underlying the Internet Banking as well as other Internet related software which are required for accessing Internet Banking are the legal property of the respective vendors. The permission given by Allahabad Bank to access Internet Banking will not convey any proprietary or ownership rights in any trade mark, logos, service rights or in any such software or reports / logs generated from such software. The user shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking or create any derivative product based on the software.

#### **21. Disclaimer of Warranties:**

The Client expressly agrees that use of the Website is at its sole risk. The Website is provided on an "as is" and "as available" basis.

Except as warranted in the Terms, Allahabad Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Internet Banking.

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

Allahabad Bank will not be liable for any virus, malicious code / contaminant that may enter the User's system as a result of the User using Internet Banking. Allahabad Bank does not guarantee to the User or any other third party that Internet Banking would be virus, malicious code free.

#### **22. Change of Terms and Conditions:**

Allahabad Bank shall have the absolute discretion to amend or supplement any of the Terms at any time and will endeavour to give prior notice of fifteen days for such changes wherever feasible except for changes to interest rates and/ or other variations that are subject to market changes. The Bank may introduce new services from time to

time. The availability of the new services will be notified to the User as and when they become available. Any changes to the Terms and conditions due to introduction of new services will be communicated to the User. By using any new services as may be introduced by Allahabad Bank, the User shall be deemed to have accepted the changed Terms and Conditions applicable.

#### **23. Non-Transferability:**

The Internet Banking Service of the Bank shall be used only by the User and is not transferable under any circumstance.

#### **24. Termination of Internet Banking Service:**

The user may request for termination of the Internet Banking any time by giving a written notice of at least 15 days to Allahabad Bank. The termination shall take effect on the completion of the fifteenth day. The user will remain responsible for any transactions made through the Internet Banking until the time of such termination.

Allahabad Bank may withdraw or terminate the Internet Banking anytime either entirely or with reference to a specific service or user; or in case of breach of Terms by the user without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the user.

The closure of all accounts of the User will automatically terminate the Internet Banking Service.

#### **25. Notices:**

Notices under these Terms may be given by Allahabad Bank and the User:

- electronically to the mail box of either party. Such notices will be regarded as being in writing
- in writing by delivering them by hand or by sending them by post to the last address given by the User and in the case of Allahabad Bank to its Head Office address as set out hereinabove. Allahabad Bank shall in no way be held responsible for non receipt of the same.

In addition, Allahabad Bank may also publish notices of general nature, which are applicable to all Users in a newspaper or on its web site located at [www.allbankonline.in](http://www.allbankonline.in) or [www.allbankonline.com](http://www.allbankonline.com). Such notices will have the same effect as a notice served individually to each User.

#### **26. Governing Law:**

These Terms and/or the operations in the Accounts of the user shall be governed by the laws of India. The Parties hereby agree that any legal action or proceedings arising out of the Terms for Internet Banking shall be brought in the courts or tribunals at Kolkata in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. Allahabad Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms for Internet Banking in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction. Any provision of the Terms for Internet Banking 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 or affect such provision in any other jurisdiction.

The user confirms to adhere to all applicable regulations & guidelines prevalent currently or issued in future by the Reserve Bank of India.

#### **27. Applicability to Future Accounts:**

Allahabad Bank and the User agree that if the User opens further Accounts with/subscribes to any of the products/services of Allahabad Bank, and Allahabad Bank extends the Internet Banking to such Accounts or products or services and the User opts for use thereof, then the Terms shall automatically apply to such further use of the Internet Banking by the User.

#### **28. General:**

(a) The clause headings herein are only for convenience and do not affect the meaning of the relative clause. Allahabad Bank may subcontract and employ agents to carry out any of its obligations under this contract. Internet Banking service would be available to the users

during timings specified by Allahabad Bank from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction. The user would have to ensure that the equipment used for availing of Internet Banking meets the criteria as may be specified by Allahabad Bank from time to time. All costs incurred by the user including telecommunication costs to use the Internet Banking would be borne by the user.

As a tool to correct misunderstandings, the user understands, agrees and authorises Allahabad Bank, at its discretion, and without further prior notice to the user, to monitor and record any or all telephone conversations or electronic communications between the user and Allahabad Bank and any of its employees or agents.

These terms and conditions contain Allahabad Bank's entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the user and Allahabad Bank for Internet Banking. The user acknowledges that it has not relied on any representation made by Allahabad Bank or any of its employees or agents and has made its own independent assessment of Internet Banking. No third party will have any rights or claims under these terms and conditions.

b) i) Allahabad Bank shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any accounts of the User/s, whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of Allahabad Bank (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the User/s in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of Allahabad Bank's services extended to and/or used by the User/s and/or as a result of any other facilities that may be granted by Allahabad Bank to the User/s. Allahabad Bank is entitled without any notice to the User/s to settle any indebtedness whatsoever owed by the User/s to Allahabad Bank (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the User/s with Allahabad Bank notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. Allahabad Bank's rights hereunder shall not be affected by the User/s' bankruptcy, death or winding-up. It shall be the User/s' sole responsibility and liability to settle all disputes/ objections with any such joint account holders.

(ii) In addition to the above mentioned right or any other right which Allahabad Bank may at any time be entitled whether by operation of law, contract or otherwise, the User authorises Allahabad Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the User with or to any branch of Allahabad Bank; (b) to sell any of the User/s' securities or properties held by Allahabad Bank by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to Allahabad Bank from the User/s, including costs and expenses in connection with such sale; and (c) in case of cross currency set-off, to convert an obligation

in one currency to another currency at a rate determined at the sole discretion of Allahabad Bank.

**29. Assignment:** Allahabad Bank shall be entitled to sell, assign, securities or transfer Allahabad Bank's right and obligations under the Terms and any security being in favour of Allahabad Bank (including all guarantee/s) to any person of Allahabad Bank's choice in whole or in part and in such manner and on such terms and conditions as Allahabad Bank may decide. Any such sale, assignment, securitisation or transfer shall conclusively bind the user and all other persons. The user, his heirs, legal representatives, executors, administrators and successors are bound by the Terms. Allahabad Bank may sub-contract and employ agents to carry out any of its obligations under this contract. However, the user shall not be entitled to transfer or assign any of his rights and obligations hereunder.

**30. Communications through Electronic means:** Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website. Allahabad Bank would be deemed to have fulfilled its legal obligation to deliver to the user any document if such document is sent via electronic means. Failure to advise Allahabad Bank of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.

**31. Privacy Policy:** At Allahabad Bank (AB), we recognize the importance of protecting the confidentiality and security of any personal information that we obtain from visitors of this web site. We are strongly committed to safeguarding your privacy online and have established the following privacy policy that will apply to you, as a visitor of the site:

- You are not required to provide any personal information on this website unless you choose to do so. By submitting your personal information and pressing the 'submit' button, you consent to the content of this Privacy Policy and accept the conditions set out herein;
- We do not sell or rent personal information.
- Employees of the Bank will not discuss the business affairs of any client with any other employee, except on a strict need-to-know basis
- We do not release client information, except upon a client's authorization or when permitted or required by law.
- We will not sell your personal information to any third parties. We will only share the information with such third parties if and to the extent required by law or for regulatory purposes.
- This site may contain links to other sites. AB does not control the information collection of sites that can be reached through links from this or any site controlled by AB. If you have questions about the data collection procedures or privacy policy of linked sites, please contact those sites directly.
- AB reserves the right to add, amend, revise, or suspend the privacy policy from time to time.

I/we hereby declare that I/we have read the above terms & conditions and understood and accept them & agree to abide by it & shall be binding on me/us.

---

**Signature with**

**Seal (where applicable)**