

## **TERMS AND CONDITIONS GOVERNING “LVBi net-RETAIL”- the Internet Banking Services of The LAKSHMI BANK LTD for the Retail Customers.**

### **I. Definitions**

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

Terms used here: defines ‘bank’, ‘Services’, ‘Customer’, ‘Internet Site’, ‘Information’, ‘Information provider’, Account(s), User Id and other terms as applicable.

"Account(s)" refers to the user's bank account such as Savings Bank Account, Current Account, various types of Fixed Deposit Account and various types of Loan Accounts and/or any other type of account (each account hereafter referred to as an "Account" and collectively as "Accounts"), so maintained with LVB Ltd. which 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).

"LVB Ltd." refers to The Lakshmi Vilas Bank Ltd, was incorporated on 3rd November, 1926 under the Indian Companies Act, 1913 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at Salem Road, Kathapurai, Karur-638006, Tamilnadu.

<b>Main Menu</b>	<b>Options Available</b>
<b>My Accounts</b>	<ul style="list-style-type: none"><li>• Account Activity</li><li>• Account Details</li><li>• Account Summary</li><li>• Uncleared Funds</li></ul>
<b>Term Deposits</b>	<ul style="list-style-type: none"><li>• Term Deposit Calculator</li><li>• Term Deposit Details</li></ul>
<b>Loans</b>	<ul style="list-style-type: none"><li>• Loan Calculator</li><li>• Loan Account Activity</li><li>• Loan Account Details</li></ul>
<b>Standing Instructions</b>	<ul style="list-style-type: none"><li>• View Standing Instruction</li></ul>
<b>Customer Services</b>	<ul style="list-style-type: none"><li>• Bulletins</li><li>• Pending Activities</li><li>• Term Deposit Rates Inquiry</li><li>• Cheque Book Status Inquiry</li><li>• Cheque Status Inquiry</li></ul>

"LVBinet-Retail" refers to the following internet banking service offered by LVB Ltd.

in the pilot phase to the user:

- Any other service as LVB Ltd. 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 LVB Ltd. or in writing as may be deemed fit by LVB Ltd..
- "Personal Information" refers to the information provided by the user to LVB Ltd..
- "Terms" refer to terms and conditions herein for use of Internet Banking.
- "User" refers to a customer of LVB Ltd. and/or of the Affiliates authorised to use Internet Banking. In case of the user being a minor, the guardian of such minor shall be permitted to use Internet Banking. However Internet banking service would not be granted to minors for minor operated accounts.
- "Website" refers to the website owned, established and maintained by LVB Ltd. located at the URL <http://www.lvbank.com/>, or Internet Banking site of LVB Ltd.
- In this document all references to the user being referred in masculine gender shall be deemed to include the feminine gender also.

## **II. Applicability of Terms**

These Terms form the contract between the user and LVB Ltd. for availing Internet Banking. The user shall apply to LVB Ltd. in the prescribed form for use of Internet Banking. LVB Ltd. shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the users. By applying for or availing of 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.

## **III. Internet Banking**

The acceptance of both, application form for Internet Banking & acknowledgement of the receipt of PIN-mailer, does not automatically imply granting of Internet Banking facility. Information available in the Internet Banking will be only from the date on which the branch data has been linked to the Core-banking software at the Data Centre OR the date from which data is still available in the system. For the purpose of availing Internet Banking, the user would need to have legal and valid access to the Internet.

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. LVB Ltd. shall not be liable for any loss that the user may suffer by relying on or acting on such information.

LVB Ltd; may keep its records of the transactions in any form it wishes. In the event of any dispute, LVB Ltd.'s records shall be binding as the conclusive evidence of the transactions carried out through Internet Banking in the absence of clear proof that

LVB Ltd.'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 LVB Ltd. 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, LVB Ltd. shall not be required to act on the request until it receives such documentation from the user.

Other than Inquiry, Internet banking facility will not be available for foreign currency accounts

#### **IV. Terms of service**

The Bank has the right to determine and vary from time to time without prior intimation, the scope and type of the services to be made available including,

- Expanding, modifying or reducing the services at any time;
- Imposing and varying any restrictions on the use of the Services such as minimum and maximum daily limits for any transaction or any type of transactions that the Customer may conduct by using the Services;
- Prescribing and changing the normal service hours during which the services are available and any daily cut-off time for any type of services or transactions. Any instruction of the customer received by the bank after any applicable daily cut-off time shall be deemed to be received on the next business day; and
- Such change to the Terms shall be published in the web site of LVB Ltd. and it will be deemed to be proper notice to the user. By using any new services as may be introduced by LVB Ltd., the user shall be deemed to have accepted the changed Terms.

#### **V. Governing Terms and Conditions**

- The services provide an additional means for the customer to operate accounts, conduct transactions and obtain services, products, information and benefits from the bank as shall be made available from time to time.
- Transactions effected by using the services are subject to these terms and conditions, the bank's general Disclaimer and Internet Privacy statement and all other terms and conditions applicable from time to time.
- Such statement and other terms and conditions shall apply as if they were expressly extended to the use of the Services. However, where there is any discrepancy, these terms and conditions shall prevail for the purposes of the services.

#### **VI. Governing Law and Jurisdiction**

The services and these terms and conditions shall be governed by and construed in accordance with 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 Karur in India and irrevocably submit themselves to the jurisdiction of

such courts and tribunals. LVB Ltd. 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.

## **VII. User Id and Password**

- The customer shall follow the guidance provided by the bank online in designating the user identification (the 'User Id') and the password (the 'Password') for identifying the customer for the purposes of the services.
- The customer may change the Password at any time but any change shall be effective from the time application software accepts the same.
- The customer shall act in good faith, exercise diligence in keeping the user Id and the Password in secrecy. At no time and under no circumstances shall the customer disclose the same to any other person except under the compulsion of Law of the land.
- The customer shall be fully responsible for any accidental / negligent and/or unauthorized disclosure of the User id and/or the password to any other person and shall bear the risks of the misuse for unauthorized purposes.

## **VIII. Customer's Instructions and validity**

- The customer is required to quote the user id and the password in order to log-on to the services and transact online.
- All such instructions given, as understood and acted by the bank in good faith, shall be irrevocable and binding on the customer whether given by the customer or by any other person purporting to be the customer. The bank shall be under no duty to verify the identity or authority of the person giving any such instruction apart from verifying the user id and the password of the customer.
- Information relating to any account or transaction made available on the Internet Site(s) is for reference only. The bank's records of such account and transaction shall be conclusive unless and until the contrary is established.
- The bank shall not be liable for any computer/cyber crimes such as hacking and shall not be liable for any unauthorized transactions and/or any transactions carried out by using illegal and fraudulent methods.

## **IX. Customer's undertakings and Responsibilities**

- The customer shall provide such information as the bank may from time to time, reasonably request for the purposes of providing the services.
- The bank is automatically authorized to share the information with any other person/entity, including its third party agents as and when necessary.
- The customer shall not, and shall not attempt to convert, adapt, alter, modify, enhance, add to, delete or any way tamper with, or gain access to, any part of the

services or any Internet site or any software comprised in them.

- The customer acknowledges that it is his/her responsibility to make independent verification of all information including reports provided as part of the service.

## **X. 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 'anyone 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, separate user-ID and password for Internet Banking will be issued to each of the joint account holders when requested. The other joint account holders shall expressly agree with the arrangement and give their consent by means of a letter of mandate for use of Internet Banking. In case of joint accounts operated by more than one user, LVB Ltd. shall act on the instruction received first and any subsequent instruction shall be neglected. 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.

## **XI. Charges**

LVB Ltd. reserves the right to charge and recover from the user service charge for providing the Internet Banking. The user hereby authorises LVB Ltd. to recover the service charge by debiting one of the Accounts of the user or by sending a bill to the user who will be liable to make the payment within the specified period. Failure to do so shall result in recovery of the service charge by LVB Ltd. in a manner as LVB Ltd. may deem fit along with such interest, if any, and/or suspension of the facility of Internet Banking without any liability to LVB Ltd.

## **XII. Maintenance of Sufficient Balance**

The user shall ensure that there are sufficient funds (or prearranged credit facilities) in any Account for transactions through the Internet Banking, and LVB Ltd. 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 LVB Ltd. 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 costs and charges.

LVB Ltd. may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation LVB Ltd. may levy service charges for use of Internet Banking which will be notified by LVB Ltd. to the user from time to time by e-mail or by display in web page of LVB Ltd. or in writing as may deem fit by LVB Ltd. Any change in such service charges will also be notified to the user by e-mail or display in web page of LVB Ltd. or in writing as may deem fit

by LVB Ltd. The user authorises LVB Ltd. to recover all charges related to Internet Banking as determined by LVB Ltd. from time to time by debiting any of the Accounts.

LVB Ltd. may withdraw the provision of Internet Banking, wholly or partly, if at any time the amount of deposit 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.

### **XIII. Mail/ Request through Internet Banking**

The user accepts that he will be responsible for keying in the correct information for all the requests/mails. In no case, LVB will be held liable for any erroneous transactions incurred arising out of or relating to the customer entering wrong information. The bank is not bound in any way to act on the mail/request & LVB will not be held liable for any delay, omission or mistake in processing the mails/requests, even when the mails/requests have sufficient clarity. The maximum amount that may be entered in any request would be stipulated by the bank from time to time. Under no circumstance,

### **XIV. Authority to LVB Ltd. for Internet Banking**

The user irrevocably and unconditionally authorises LVB Ltd. to access all his Account(s) for acting on any request made 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. LVB Ltd. shall have no obligation to verify the authenticity of any transaction / instruction received from the user through Internet Banking. While LVB Ltd. 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.

### **XV. Accuracy of Information**

The user is responsible for the correctness of information supplied to LVB Ltd. for use of the Internet Banking or through any other means such as electronic mail or written communication. LVB Ltd. 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 LVB Ltd. either in the application form or any other communication, he shall immediately advise LVB Ltd. which will endeavour to correct the error wherever possible.

### **XVI. Liability of the user and LVB Ltd.**

LVB Ltd. shall not be liable for any unauthorised transactions occurring through the

Internet Banking and the user hereby fully indemnifies and holds LVB Ltd. harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. LVB Ltd. 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 LVB Ltd. Under no circumstances shall LVB Ltd. 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 LVB Ltd. or will result in suspension of the operations through the Internet Banking. LVB Ltd will not be responsible for any informational content about LVB Ltd in any other site.

## **XVII. Disclaimer of Warranties**

The User 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, LVB Ltd. 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. LVB Ltd. 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. LVB Ltd. will not be liable for any virus that may enter the user's system as a result of the user using Internet Banking. LVB Ltd. does not guarantee to the user or any other third party that Internet Banking would be virus free.

## **XVIII. Indemnity**

In consideration of LVB Ltd. providing the user the Internet Banking, the user shall, at his own expense, indemnify and hold LVB Ltd., its directors and employees, representatives, agents, as the case may be, indemnified against all losses and expenses on full indemnity basis which LVB Ltd. may incur, sustain, suffer or is likely to suffer in connection with LVB Ltd. ,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 to be taken by LVB Ltd. Its officers, employees or agents, on the instructions of the user. The user will pay LVB Ltd. such amount as may be determined by LVB Ltd. 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 LVB Ltd., its directors and employees, representatives, agents, and its Affiliates

against any claim, suit, action or other proceeding brought against LVB Ltd., its directors and employees, representatives, agents, and Affiliates by a third party, to the extent that such claim, suit, action or other proceeding brought against LVB Ltd., its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with the use of Internet Banking with reference to:

- a violation of the Terms contained herein by the user;
- any deletions, additions, insertions or alterations to, or any unauthorized use of, Internet Banking by the user;
- any misrepresentation or breach of representation or warranty made by the user contained herein; or
- 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, and action or proceeding attributable to any such claim.

The user hereby agrees that under no circumstances, LVB Ltd's aggregate liability for claims relating to Internet Banking, whether for breach or 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

#### **XIX. Disclosure of Information**

The user agrees that LVB Ltd. 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 as well as for analysis, credit scoring and marketing. The user also agrees that LVB Ltd. may disclose, in strict confidence, to other institutions, such personal Information as may be reasonably necessary for reasons inclusive of but not limited to 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 or to credit information bureau or such agencies.

#### **XX. Non-Transferability**

The grant of Internet Banking to a user is not transferable under any circumstance and shall be used only by the user.

#### **XXI. Termination of Internet Banking**

The user may request for termination of the Internet Banking any time by giving a written notice of at least 15 days to LVB Ltd. The user will remain responsible for any

transactions made through the Internet Banking until the time of such termination effected by LVB Ltd. LVB Ltd. 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. LVB Ltd will have sole and absolute discretion to withdraw the Internet Banking Service to any user if the user breaches any of the Terms & Conditions relating to operation of the account(s). Clause 11 & 14 shall survive the termination of the Internet Banking for any reason whatsoever.

## **XXII. Notices**

Notices under these Terms may be given by LVB Ltd. to the user 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 LVB Ltd. to its Administrative Office address as set out hereinabove. In addition, LVB Ltd. may also publish notices of general nature, which are applicable to all users in a newspaper or on its web site located at <http://www.lvbank.com/>. Such notices will have the same effect as a notice served individually to each user. Notice and instructions will be deemed served 3 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

## **XXIII. Applicability To Future Accounts**

LVB Ltd. and the user agree that if the user opens further Accounts with/subscribes to any of the products/services of LVB Ltd., and LVB Ltd. extends the Internet Banking to such Accounts or products or services, then the Terms shall automatically apply to such further use of the Internet Banking by the user.

## **XXIV. General**

The user would have to ensure that the equipment used for availing of Internet Banking meets the criteria as may be specified by LVB Ltd. 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 LVB Ltd., 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 LVB Ltd. and any of its employees or agents.

The user acknowledges that it has not relied on any representation made by LVB Ltd. 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.

## **XXV. Proprietary Rights**

There will be no obligation on LVB Ltd. 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 is the legal property of the respective vendors. The permission given by LVB Ltd. to access Internet Banking will not convey any proprietary or ownership rights in 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.

#### **XXVI. 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. LVB Ltd. 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 LVB Ltd. 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.