

## Annexure VI

### AGREEMENT FOR INTERNET BANKING - FUNDS TRANSFER FACILITY TO CORPORATE CUSTOMERS

This Agreement made at ..... on this the ..... day of ..... , year .....

BETWEEN:

CANARA BANK, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 112, J C Road, Bangalore 560 002 in India, (hereinafter referred to as “BANK”) which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, OF THE ONE PART.

**AND**

M/s ..... a Company registered under the Companies Act, 1956, and having its Registered Office at .....

**OR**

M/s ....., a Limited Liability Partnership (LLP) having its registered office at ..... represented by its designated partner Shri/Smt./Ms/ .....son/wife/daughter of ..... residing at .....

**OR**

M/s ..... A Partnership Firm having its registered office at ..... And represented through Mr....., its authorized partner;

**OR**

....., a Proprietary concern, having its place of business at ..... with Sri. .... as the proprietor;

**OR**

..... a HUF/ Trust / Club/ Association/..... represented by Mr. .... its authorized representative (Hereinafter referred to as the “CUSTOMER”) which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, OF THE OTHER PART.

Whereas the Bank is having a product for transferring fund within our Bank or transferring to other Bank customer through NEFT / RTGS through internet, specifically designed for Corporate Internet Banking Customers, hereinafter called as **FACILITY** and;

Whereas the Customer has requested the Bank in writing to provide the said facility and Bank has agreed to the same on the following terms and conditions:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

# **1. OPERATIONAL GUIDELINES:**

- 1.1 The Customer shall authorize one or more persons (hereinafter called User) in their establishment for making the Fund Transfer, specifying the Role of such person, his designation and limit / amount up to which the authorized users can transfer funds from the account of the Customer.
- 1.2 If the said User is not a customer of the Bank, the Customer shall ensure the compliance of KYC norms by the User and shall produce the required documents for compliance of KYC norms, as1 requested by the Bank.
- 1.3 On production of authorization letter, Bank shall provide User id, Login password and Transaction Password to the User.
- 1.4 On creation of new authorised user, Bank shall provide user viewing facility only and shall not provide the Facility.
- 1.5 The User, on receipt of the User id, Login password and Transaction Password, shall submit acknowledgment to the Branch for having received the user id and password intact.
- 1.6 On receipt of the acknowledgement and request for enabling the Facility in writing by the Customer, Bank shall activate the internet account and enable the Facility to the Customer.
- 1.7 The Customer shall not transfer the fund exceeding the maximum amount value under a particular limit package assigned to him/her. The following table shows the limit packages\* available for the customer.

Corporate IB Limit									
	Proposed Limit Packages(In lakhs) ,Eligibility Criteria & Delegating Authority								
Transaction Category	Saral-15	Saral-25	Saral-50	Saral-75	Saral-100	Saral-200	Saral-500	Saral-1000	Customized packages
Account to Account Transfer (Inter Bank and Intra Bank)	Cumulative Per Day Limit of								Customizable
	Rs. 15 Lakhs,	Rs. 25 Lakhs,	Rs. 50 Lakhs	Rs. 75 Lakhs	Rs. 100 Lakhs,	Rs. 200 Lakhs	Rs. 500 Lakhs	Rs. 1000 Lakhs	
	Own Account : No upper limit								
Merchant payments (Payment gateway, Bill Payments etc.)	Default limit:								
	Rs. 3 lakhs	Rs. 5 lakhs	Rs.10 lakhs	Rs. 15 lakhs.	Rs. 20 lakhs.	Rs. 40 lakhs	Rs. 100 lakhs	Rs. 200 lakhs.	
	GBM Tax Payment: No upper limit								
Cumulative per Day Transaction limit (In lakhs)	15	25	50	75	100	200	500	1000	Customizable

(\* subject to changes as notified by Bank from time to time)

- 1.8 The Customer shall not use the funds transferred through the Facility for any purpose other than for which the credit facility / loan is extended.
- 1.9 The Facility is an alternative channel provided by Bank to the Customer and Bank is not responsible for non-availability of Facility on account of the Facility temporarily not available due to technical or any other reasons thereof. Bank shall not be liable for any orders, instructions or directions which could not be executed.
- 1.10 The responsibility of the Bank is limited to providing the facility to transfer funds from bank account of the Customer to the beneficiary account only. The Bank shall not be responsible for wrong transfers in case the details pertaining to the beneficiary are not provided correctly by the Customer.
- 1.11 Bank shall provide a unique transaction number after completion of each transaction to the Customer and the same shall be referred by the Customer, in case of need.
- 1.12 Providing the Funds Transfer Facility is solely at the discretion of the Bank and Bank reserves the right to withdraw the Facility at any time at its sole discretion.
- 1.13 Service charges levied are subject to change and shall be displayed on the Bank's website <http://www.canarabank.com> as well as in the branch of the Bank.
- 1.14 Customer shall bring to the notice of Bank, discrepancies on the part of the Bank, if any, within 15 days from the date of the transaction, failing which, the Bank shall not be responsible for any loss/damage incurred to the customer, in respect of the said transaction.

## **2. OBLIGATIONS AND REPRESENTATIONS OF CUSTOMER:**

- 2.1 The Customer shall comply and confirm the requirements as prescribed by Bank for the purpose of due authentication. The Customer agrees to confirm to the prescribed authentication procedure and security measures required for transactions and shall undertake all reasonable measures to ensure that the Login/transaction password is not revealed to any third party.
- 2.2 The User shall change the Login/Transaction password assigned by Bank on accessing the Facility for the first time after his/her/its agreeing to the terms and conditions for the Facility and shall change the Login Password and Transaction Password as frequently as possible thereafter or as and when the system requires for the same whichever is earlier. Bank may at its discretion advise the User to adopt such other means of authentication as it may deem fit.
- 2.3 The Customer shall be bound by the instructions/ transaction that he/she has initiated by availing the Facility, making it clear that the Bank does not have any liability when his/her instructions using the Login / Transaction/SMS Password are carried out. The

Bank is in order in carrying out the instructions of the Customer on Internet, relying on the Login /Transaction/SMS Password. Any transaction thus carried out by the Bank shall be deemed to have been duly authenticated/ authorized by the Customer.

- 2.4 The Customer understands and agrees that the transaction password is for the purpose of authenticating the transaction and shall have same effect as the specimen signature of authorized signatory of the Customer and the Customer shall be bound by the transactions initiated by the use of transaction password.
- 2.5 The Customer is solely responsible for the safekeeping/secretcy and use of User ID/Corporate ID/SMS ID and User/Transaction/SMS password and any damage and other consequences of their misuse wherever applicable. The Customer shall ensure that the authorized users of the Customer also maintain secrecy of password individually.
- 2.6 The Customer shall exercise due care in respect of confidentiality of the Login/Transaction password and User ID. If third party gains access to the Customer accounts, the Customer shall be responsible and shall indemnify Bank against any liability, costs or damages arising out of claims or suits by such third parties based upon or relating to such access and use.
- 2.7 The Customer shall refrain from accessing the resources of the Bank for availing Facility from public locations like browsing centers which are susceptible for hacking of passwords and other misuse. In any such case, the Customer will be responsible and indemnifies Bank against any liability, costs and damages arising out of such hacking or misuse.
- 2.8 The Customer shall not attempt to access the information and other details stored with Canara Bank through any means other than the Facility provided. The Customer shall also ensure that unauthorized persons should not access his/her/ their/its account/s.
- 2.9 The Customer shall not use the Facility provided to access the information with Bank that pertains to the accounts of a third party with the Bank or transactions between Bank and any other party. In case the third party succeeds in getting an order against the Bank from the Court, Forum, etc., due to violation of the above by the Customer, then the Customer shall indemnify the Bank for the loss caused to the Bank by such violation.
- 2.10 The Customer accepts full responsibility for the monitoring and safeguarding of Customer's accounts.
- 2.11 The Customer is aware and acknowledges that in an offline mode, the transaction/request would be processed at the back end host. The Customer agrees that the transactions would not be carried out immediately on the same date and notes to view his/her/its account to ascertain whether the transaction/requests are effected or not subsequently. The Customer accepts that the Bank shall not be liable in case the

Customer proceeds on the assumption that the transaction/request are carried out immediately as and when the same are submitted on the net.

- 2.12 The Customer shall ensure that the valid user Login password/transaction password is entered. Where a customer enters invalid log-in password consecutively for three times, his/her/its account would get locked as a security measure. Where a customer enters invalid transaction password consecutively for three times his/her account would get locked for transaction processing. The account can be unlocked by the Bank which would enable the same account on the basis of a request (as prescribed by the Bank) to that effect received from the customer.
- 2.13 As per Information Technology security practices, PKI is the means of authentication for any transaction done through Internet. However, the customer, for the present, agrees that the authentication will be by validation of proper Login and transaction passwords before availing the Internet/Mobile Banking facility provided by the Bank.
- 2.14 The Customer agrees that the terms and conditions of the Facility are subject to change from time to time and the customer shall be bound by such changes, irrespective of the time taken in displaying on the website.
- 2.15 The Customer shall be responsible for keying in the correct account number /IFSC code of the beneficiary for the fund transfer request. Bank shall not be held liable for any erroneous transactions incurred arising out of or relating to the User entering wrong account numbers. / IFSC code.
- 2.16 All information submitted by the Customer to Bank through the website shall be deemed to be the absolute property of Bank and Bank shall be free to use any ideas, concepts, know-how or techniques provided by a visitor at this website, in any manner whatsoever. All the intellectual property in the website and the Facility shall vest with the Bank.
- 2.17 The Customer /User is responsible for the correctness of information supplied to the Bank for use of the Facility or through any other means. The Bank shall not be liable for any erroneous information supplied by the User. If the User notices an error in the information supplied to Bank either in the application form or any other communication, he shall immediately request the Bank to correct the error, failing which the Customer shall be held liable for all the loss and damage suffered by the Bank.
- 2.18 The Customer shall use the Facility strictly as per the terms and conditions of the Facility and agrees not to use, transfer, distribute or dispose of any information contained in the website in any manner that could compete with the business of the Bank or otherwise is against the interests of the Bank.
- 2.19 The Customer shall comply with all written requests made by the Bank and other parties of context, equipment or otherwise to protect their and other parties contractual, statutory and common law rights in the website. The Customer agrees to notify Bank in writing promptly upon becoming aware of any unauthorized access or use of the website

by any party or any claim that website infringes upon any copyright, trademark or contractual, statutory or common law rights.

- 2.20 The Customer shall be solely responsible for complying with all the internal approvals for entering into the transaction as may be required. Customer confirms that the information furnished in writing, by or on behalf of the Customer to the Bank is, as on the date of information, are true accurate and complete in every material respect and holds good.
- 2.21 The execution delivery and performance of transaction by Customer shall not be in violation/conflict with any law or any regulatory requirements or any Order/judgment of any Court or other agency of the Government or any contractual restriction as applicable to him/her/them/it.
- 2.22 Customer represents and warrants that no suit or proceeding at Law is pending against the Customer before any Court, Tribunal, Governmental body, Agency or Official or any Arbitrator that is likely to affect the legality, validity or enforceability against the Customer of the terms and conditions of the Facility.

### **3. MAINTENANCE OF SUFFICIENT BALANCE**

- 3.1 The Customer / User shall ensure that there are sufficient funds (or prearranged credit facilities) in any account for transferring through the Internet Banking and Bank shall not be liable for any consequences arising out of its failure to carry out instructions due to inadequacy of funds and/or credit facilities provided always that Bank shall its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the User / Customer and the Customer shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related to costs and charges.
- 3.2 Bank shall, at its discretion, levy penal charges for non-maintenance of the minimum balance, as prescribed by the Bank from time to time. In addition to the minimum balance stipulation, Bank may levy service charges for use of Facility. The Customer represents and confirms that he / she has read and understood the various charges displayed in the web site of the Bank and authorizes Bank to recover all charges related to the Facility as determined by the Bank from time to time by debiting one of the Accounts of the Customer or any joint account(s) held by the Customer.

### **4. FUNDS TRANSFER TO OTHER ACCOUNTS:**

- 4.1 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 the Bank from time to time. 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. If funds transfer is made available to the

user, it may be used for transfer of funds from Account to other accounts belonging to third parties maintained at Canara Bank and/or at any other Bank. In the event such transfer of funds is from the Account to accounts belonging to third parties maintained at any other Bank, which falls under the network of Reserve Bank of India's Electronic Fund Transfer system, then the same shall be governed by the terms and conditions applicable to National Electronic Funds Transfer (NEFT) of the Reserve Bank of India.

## **5. OBLIGATION OF THE BANK:**

- 5.1 The Customer /User irrevocably and unconditionally authorizes Bank to access all its account/s for acting on any request made by the User through Internet Banking. The instructions of the user shall be effective only when such instruction is in accordance with the prescribed procedure. Bank shall have no obligation to verify the authenticity of any transaction/instruction received from the User through Internet Banking.
- 5.2 Bank shall not be responsible for any delay in carrying out 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.

## **6. NOTICES:**

- 6.1 The methods of giving notices by the parties are as under:
  - a. Electronically to the mail box of either party.
  - b. In writing by delivering them by hand/post/courier/fax/Email to the last address given by the customer and in the case of Canara Bank to the Relationship Manager to whom the customers' account is linked or to the Branch/es where he/she is maintaining account.
- 6.2 Further, Bank may also publish notices of general nature on its website, which are applicable to all customers. Such notices shall have the same effect as a notice serviced individually to each customer.

## **7. CHARGES:**

- 7.1 Customer shall pay service charges for availing the facility as prescribed by the Bank from time to time plus applicable taxes imposed by the Government.
- 7.2 Bank shall at its sole discretion revise the terms and conditions for payment from time to time which shall be published and Customer shall be bound by the same.
- 7.3 The Customer hereby authorizes Bank to recover the service charges by debiting one of the accounts of the Customer or by sending a bill to the Customer who shall be liable to make the payment within 15 days period from the date of such bill, failing which Bank

shall recover the service charge in a manner as Bank may deem fit along with such interest, if any, and/or withdrawal of the Facility without liability to the Bank.

## **8. CONFIDENTIALITY:**

8.1 Bank has taken all necessary measures to protect the confidentiality of the information and their transmission under the Facility and it shall not be held liable for disclosure of the confidential information, unless proven otherwise. Bank shall not disclose the information provided by the customer to any person, unless acting under good faith that such action is necessary to-

- a. Provide the same to Government bodies such as IT Dept., CVC etc;
- b. Pomply with legal requirements/orders of the court;
- c. Protect and defend our rights or property;
- d. Enforce the terms and conditions;

8.2 Bank shall use information including the personal information of Customer and share the information with its subsidiaries/third parties for providing any service / related activities in connection with the Facility. Bank shall exchange, share, part with all information related to the details of transaction history of the Customer to Banks/FIs/Credit bureaus/agencies/others participating in electronic clearing network as may be required by law or customary practices and Bank shall not be liable for use or disclosure of such information.

## **9. INDEMNITY:**

9.1 The customer shall indemnify and hold Bank harmless from any and all claims, loss, damages suffered / to be suffered by the Bank due to or on account of any claim for violation of Intellectual Property rights by the Customer/ user / third party or breach of any of the terms and conditions of this agreement. Bank shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restriction, market regulation, war, strike, virus attack, equipment failure, communication line failure, system failure, data corruption, security failure on the internet, unauthorized access, hacking, theft or any problems technological or otherwise or other condition beyond Bank's control, that might prevent the customer from entering or Bank from executing an instruction, order or direction.

## **10. CHANGING OF USERS BY CUSTOMERS AND CLOSURE OF ACCOUNT:**

10.1 The Customer can revoke the authority of an existing User, change the User access profile and authorize a new User by giving a resolution/mandate as prescribed by the Bank.



10.2 However, in case User leaves the services of the Customer for any reason, revocation of authority to an authorized User by the Customer, the Customer shall immediately notify the Bank to disable the User access giving Bank reasonable time to do so.

10.3 The Customer shall not close the account(s) with Bank, without clearing any outstanding liabilities / obligations pending towards the Bank.

## **11. TERMINATION / SUSPENSION OF THE FACILITY:**

11.1 Bank shall terminate the Facility on occurrence of any of the following events, without giving any further notice to the Customer /User.

- Failure to make any payment required to be made, when due, by the Customer/User and the same is not remedied by 15th day after notice of such failure is issued to the customer.
- Failure to comply with any obligations by the Customer/User under this agreement and if such failure is not remedied by 30th day after notice of such failure is issued to the Customer.
- A declaration/statement made/to have been made by the Customer is misleading in any material respect when made or deemed to have been made.
- If at any time the amount of deposit falls short of the required minimum as prescribed for the Facility.
- Failure to comply with Confidentiality obligations under this agreement.

11.2 Bank shall reserve the right to interrupt, suspend or terminate, without any specific reason, the access of the Customer to the Facility and make best efforts to give customer appropriate notice of the same without assigning any reason and without being liable for any loss/damage/cost of any nature whatsoever to the customer.

11.3 The customer may terminate the Facility by giving 21 days written notice to the Bank and the same is consented in writing by the Bank. The termination of the Facility shall be without any prejudice to the execution of all outstanding transactions entered into between the parties

11.4 Customer shall pay the Bank all fees and other monies becoming due up to the date of such termination and Bank is entitled to deduct such fees/monies from any amount, it may have to remit to the customer on termination of the Facility.

11.5 In the event of the account slipping to sub-standard status (in case of OD /OCC accounts), Bank shall at its sole discretion discontinue the facility to the Customer.

## **12. SURVIVAL AND NON-TRANSFERABILITY:**

12.1 All obligations of Customer under this agreement shall continue to be in full force and effect, notwithstanding the termination of the Facility. The termination of the Facility

shall be without prejudice to any accrued right of the Bank prior to termination of the agreement.

12.2 The Facility granted to the Customer is not transferable under any circumstances.

**13. JURISDICTION:**

Any dispute, controversy or claims in respect of the Facility or on account of breach of terms and conditions of this agreement shall be subject to the jurisdiction of the appropriate Courts at in India.

**IN WITNESS WHEREOF** the parties hereto by representatives duly authorized, have executed this Agreement on the day, month and the year written above.

**Bank**

**Customer**

**Witnesses**

1)

2)