

General Terms and Conditions for Call Center Services

1-The customer agree and accept the services provided by the Bank at his request, to carryout banking transactions by telephonic instruction on his account given by him from time to time.

2-The customer is aware that in connection with Call Center services, he is required to identify himself to the Call Centre System using his Customer Identification Number and Telephone Personal Identification Number (T-PIN). The customer further agree that his T-PIN is confidential in nature and use of the same is restricted/know to him only.

3-The customer undertake to report the loss of his T-PIN or its ceasing to be secret to the Bank immediately and request for a new T-PIN due to any reason whatsoever.

4-The customer agree that the Call Centre facility will be available to all his existing accounts until all other accounts that may be opened by him from time to time.

5-The customer agree that in case of accounts opened in the names of minors, the natural guardian of the minor undertakes to give all instructions relating to the operation of the account and further undertakes not to reveal the T-PIN to the minors.

6-The customer unconditionally agree that he shall not hold the Bank liable for:

*Such transactions that are carried out on his telephonic instructions done in good faith.

*Such transaction that are carried out on telephone. Instructions which emanate from unauthorized individuals who have gained knowledge of his confidential T-PIN.

*Not carrying out such instructions where the Bank has reason to believe (which decision of the bank, customer shall not question/dispute) that the instructions are not genuine or are otherwise improper, unclear, vague or raise a doubt.

*Accepting instructions given by anyone of us in case of joint account.

*Not verifying the identity of the person giving the telephone instructions in his name.

*Any loss or damage incurred or suffered by the customer due to any error, defect, failure or interruption in the provision of telephone banking services arising from or caused by reason whatsoever.

*Withdrawing/suspending the facility wholly/partially without prior notice to the customer.

7-The customer agree and undertake to ensure that there would be sufficient funds/cleared balance or pre-arranged credit facility in his account from time to time, for effecting the transactions as directed over the phone. Further, the customer agree that the Bank shall not be liable for any consequences arising out of non-compliance by the Bank of his instructions due to inadequacy of funds (or credit facilities) and the Bank can, at its sole discretion, decide to carry out the instructions notwithstanding such inadequacy. The Bank may due to aforesaid without prior approval from or notice to the customer, and the customer shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and all related charges arising thereby along with interest at the rate as agreed upon based on nature and type of the loan and credit granted to the customer in addition to the delay penalty in accordance with the Central Bank regulations.

8-The customer agree that in the event of an account being overdrawn due to a Call Centre transaction, the Bank reserves the right to set off this amount against any credit lying in any of customer other account(s), without giving him any notice.

9-The customer agree to identify the Bank for all liabilities, losses, damage and expenses which the Bank may sustain or incur either directly or indirectly as a result of:

*Customer negligence/mistake or misconduct.

*Customer breach of agreement or non-compliance of the rules/terms and conditions relating to a product/service.

*Fraud or dishonesty relating to any transaction by customer employees or agents.

10-The customer agree to identify the Bank and hereby keep the Bank indemnified from and against all actions, claim, demands, proceedings, leases, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the customer the Phone Banking facility or by reason of the Bank in good faith taking or refusing to take or omitting to take action on customer instruction(s).

11-The customer agree that the Bank may, at its discretion, record his conversation with person/s in the Call Centre. The customer agree that the records of the instructions given transactions concluded over the phone shall be conclusive proof and binding for all purposes and can be used as evidence in any proceeding or as the Bank may deem fit.

12-The customer agree that all transactions other than those which are executed instantaneously by the Call Centre system or Phone Banker, that is those requiring processing by the Bank, will be carried out only during business hours and the value dates, if any will follow the operating hours/days decided by the Bank.

13-The customer agree that all fixed outputs of statements are duplicate statements of account and will be prepared by electronic means and information contained therein. They will be extracted from a computerized back up system maintained by the Bank. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error. The customer shall always hold the Bank harmless against any loss, damage, etc., that may be incurred/suffered by the customer if the information contained in the fixed outputs or statements turn out to be inaccurate/incorrect.

14-The customer agree that the Bank can terminate the Call Centre services granted to him without prior notice on occurrence of any of the following events:

- *Non-compliance of the terms and conditions set forth.
- *Non-compliance of any other agreement entered into with the Bank.
- *Death, insolvency or bankruptcy of the customer.
- *Any other cause arising out of operation of law.

The customer agree that the Bank is at liberty to withdraw anytime the Call Centre facility or any services provided thereunder in respect of any or all account(s) without assigning any reason whatsoever without giving the customer any notice.

15-The customer agree that charges, if any, for the Call Centre services will be the sole discretion of the Bank and the Bank is at liberty to vary the same from time to time, without giving any notice.

16-The customer agree that the Bank reserves the right at any time and without notifying him to merge and unify all or any of his account(s) with the Bank whether jointly or severally shall be considered as one account and the Bank may take its dues from those accounts and/or their Insurance and these rights shall be apply to the Guarantors jointly and severally in paying the total liability. The Bank may at its sole discretion close customer account(s) after 10 days notice served to customer, if there are any credit balance remaining in his account the same shall be deposited in any other insured account or any other account held in the Bank in his favor.

17-The customer agree that neither party hereto shall have any liability for delay or failure to perform of any obligations specified herein, other than financial obligations, due to any cause beyond its reasonable control, including, without limitation, act of God, war, riots or civil disturbance, strikes, labor disputed, lockouts, accident, earthquake, fire, transportation condition, material storage, governmental acts, controls, regulations, permits and/or embargoes. The party whose performance is so affected shall give prompt notice thereof to the other party.