

Branch : NEW YORK

APPLICATION FORM FOR INTERNET BANKING (FOR CORPORATE)
Request No.

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(To be filled by the Branch)

We request you to register our application for Internet banking facility (Viewing only) & link our accounts with your branch

NAME OF THE ACCOUNT / TITLE: _____

 ACCOUNT NO.:

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 DATE OF INCORPORATION / ESTABLISHMENT:

--	--

 (MM)

--	--

 (DD)

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 (YYYY)

ACTIVITY: _____

CONSTITUTION:

- LLP/LLC
 INC/IBC
 Sole Proprietorship
 Partnership
- Public Ltd Co
 Embassy/Consulate
 Others Pl. Specify:

We wish to have any of the following CORPORATE-ID* for Internet banking (4 to 8 characters length)

1. _____ 2. _____ 3. _____

* CORPORATE-ID will be allotted to you subject to its availability.

 COMMUNICATION ADDRESS:

 CITY:

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 STATE:

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 ZIP CODE:

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 TELEPHONE (O):

--

 TEL(R):

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 MOBILE No:

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 EMAIL ADDRESS:

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 Details of any existing accounts to be linked for Internet banking
 (In case more number of accounts are to be linked up, separate sheet may be attached)

Branch Name	Title of A/c	Account No	Customer ID (to be filled by branch)	Mode of Operation

We authorize you for creation of our E-banking account administrator for administration of users and Internet banking services to be provided to us. We understand that our account administrator will create/manage our Corporate User(s) based on the authority given by us to the Bank.

Details of Account Administrator:

Full Name: _____ Designation: _____

Contact Numbers: _____ E-Mail: _____ Signature _____

Please note:

1. Allocation of User-ID, i.e. access of various accounts to different Users / divisions and maintenance of the same will be done by Account Administrator. He will also enable and disable menus for Corporate Users and will create and modify pool of accounts.
2. Viewing option can be provided to any Corporate User by Account Administrator

Declaration: [for Corporate]

I/We have read the terms and conditions applicable to Bank of Baroda E-banking Corporate services and agree to them. I/We am/are aware that the usage of Bank of Baroda E-banking Corporate is governed by the terms and conditions which are displayed on <https://intl.bobibanking.com>. The site maintained by Bank of Baroda and I/We have reviewed the contents of the same. Further, I/We accept and agree that I/We am/are aware of the contents of the terms and conditions applicable for bank accounts as displayed on bank/s website. I/We accept and agree that I/We am/are aware of the contents of the terms and conditions and that all our rights and liabilities would be governed by the said terms and conditions by my/our act of accessing on <https://intl.bobibanking.com>. I/we thereby agree to be subject to and comply with all the provisions of the terms and conditions which are incorporated by reference herein and deemed to be part of this application form to the same extent as if such provisions had been set forth in full herein. Necessary Resolution/Authorization is enclosed on the letterhead.

Additional Terms and Conditions for NRI Customers:

I/We agree that the facility of Bank of Baroda E-banking shall be available for Viewing only in specified type of account/s notified by Bank as eligible for internet banking facility from time to time.

I/we do hereby indemnify and forever keep indemnified the Bank and its successors and assigns from and against any and all claims, actions, Penalties that may be made suffered or incurred by the Bank by reason of non compliance of any of the terms and conditions as per annexure II mentioned therein.

Place: _____

Date: _____

Sr.No	SIGNATURE	NAME AND DESIGNATION

For use at New York Branch

We confirm having verified the signatures, enabled the customer ID in Finacle Core and recommend granting of View based E-banking facility.

Signature of Branch Manager :

Signature Number:

Branch Alpha:

SOL ID:

User ID created on:

Signature:

Name:

User ID dispatched on:

Password dispatched on:

Signature

Name:

ANNEXURE – I
(For Granting View Authority to Various Corporate Users)

CORPORATE DETAILS:

Sr No	Details of Divisions / Sections within the Corporate	Details of Role / Designation within the Corporate	Hierarchy within the Corporate

CORPORATE USER DETAILS:

Sr No	Name of User	Preferred User ID	Date Of Birth	Mobile No	e-Mail	Signature of User

Please attach separate sheet if more details to be furnished.

I/We hereby confirm that mandate from the competent authority has been obtained. Necessary Resolution/Authorization is enclosed on the letterhead.

Sr.No	SIGNATURE	NAME AND DESIGNATION

Annexure II

Service Term Agreement for BARODA CONNECT Corporate User:

1. Definitions:

In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

Bank refers to Bank of Baroda (BOB), a banking company having its Head office at Baroda House, P.B.No.506, Mandvi, Baroda - 390 006, Gujarat, India and Corporate Office known as Baroda Corporate Centre at C-26, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 including any branch / office thereof.

E-banking is the Bank's Internet Service, offering the various facilities to the Corporate User such as access to view the account, Accounts enquiry of corporate in various locations and divisions, statement of account and other requests and other facilities as the Bank may decide upon to provide from time to time.

User refers to any person (other than individual user) such as Sole Proprietorship, Partnership, Public Limited Companies, Private Limited Companies, LLC, LLP, INC, IBC, Embassy, Consulate, Trusts and any other corporate entities having internet banking facility of the Bank and such user is identified as a **Corporate User**.

Account refers to the **User's** Checking Account / Time Deposit / Overdraft / Loan Account and / or any other type of account as available in the Bank in New York to be covered under the **E-banking** facility.

Terms refer to terms and conditions for use of **E-banking** as detailed in this document.

2. Applicability of terms:

These terms form the contract between the **User** and the **Bank**. By applying for **E-banking** of **Bank** to access and utilize the various services so offered, the **User** acknowledges and accepts these terms. These terms will be in addition and not in derogation of the terms and conditions relating to any account of the **User**.

3. a) Application for E-banking:

The **Bank** may extend **E-banking** facility to selected customers at its discretion. The **User** need to be a current legal Internet user or has access to the Internet and knowledge of how the Internet works. The application form for **E-banking** can either be downloaded and printed or the same can be received from the **Bank**. The said form is to be filled up and duly signed by the **User** and submitted to the **Bank** branch. Upon receipt of request in the bank's prescribed application form for internet banking and subject to the satisfaction of the eligibility criteria laid down by the **Bank**, from time to time, internet banking access shall be provided to the **User** by the **Bank**. The **User** shall not attempt or permit others to attempt accessing the account information stored in the **Bank's** computers through any means other than **E-banking**. The **User** shall not attempt or permit others to attempt accessing the account information stored in the **Bank's** computers which does not relate to its account and / or for illegal and improper purposes which, if done and proved so, will be liable for action under the appropriate law and withdrawal of the **E-banking** facility.

b) Instructions:

Bank shall provide all instructions for operating the **E-banking** facility to the **User**. The user is also responsible for the accuracy and authenticity of the instructions provided to the **Bank** and the same shall be considered to be sufficient to operate the internet banking facility. The **Bank** shall not be required to independently verify the instructions and the instruction once given is effective unless countermanded by further instructions. The **Bank** shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instructions. Where the **Bank** considers the instructions to be inconsistent or contradictory, it may seek clarification from the **User** or may act upon as it may think fit.

4. Software:

The **Bank** will advise from time to time the Internet software such as Browsers, which are required for using **E-banking**. There will be no obligation on the **Bank** to support all the versions of these Internet software. The **User** shall upgrade his Software, Hardware and the Operating Systems at his own cost from time to time and the **Bank** shall be under no obligation to support the Software, Hardware, Operating Systems of the **User** and that the same shall be the sole responsibility of the **User**.

5. Accounts:

E-banking facility can be availed by the following account holders:

- 1) Sole Proprietor
- 2) Corporate Bodies (Public Ltd. Co., Private Ltd. Co., INC, IBC etc.)
- 3) Partnership firms
- 4) LLC / LLP
- 5) Embassy / Consulate / Others

The **User** who intends availing the **E-banking** facility should delegate suitable powers in the hierarchy of the Corporate to the identified persons who are given the authority for logging in the internet banking of the **Bank** as a Corporate User for View the transactions on

internet banking on behalf of the **User**. Accordingly, the said **E-banking User** should submit necessary authority to the **Bank** duly signed by the Authorized signatory / ies along with the workflow for the users to use the **E-banking** on behalf of the **Corporate**.

Corporate Bodies should ensure to submit the necessary special Resolution passed by the Board of Directors and should also satisfy the **Bank** that the said authorization is within the parameters of law and its Constitution (including, where applicable the replaceable rules).

In the case of Partnership Firms, Joint Holders and other categories, necessary Declaration in such formats as may be prescribed by the **Bank** should be submitted.

All transactions arising from the use of **E-banking** in the above account shall be binding on the account holders / **User**.

The **Bank**, in no way, shall be liable for any loss / damages whatsoever that may be incurred or alleged to be incurred by the said account holders / **User** in such an event.

The **User** is liable for any use of the account by an authorized user as if the account has been used by the **Corporate User**. The **Corporate User** is responsible for all instructions given in relation to their accounts, if authorized by the use of the password. The **Corporate User** is also responsible for any instructions by any person with the password with or without the knowledge or consent of the **Corporate User**.

In the event the **User** does not wish to have the authorized user to have any further access to the account the **Corporate User** should contact the **Bank** by phone, e-mail or attend in person to confirm the cessation of the entitlement of the authorized user to access the account. The **Bank** will advise on the procedures to be completed by the **Corporate User**.

6. Security:

The **Bank** shall take adequate and reasonable care to ensure the security of and prevent unauthorized access to the **E-banking** service using 128 SSL (Secured Socket Layer) which is the highest security available for the internet banking services.

User has to take care of the security of the Computer including Hardware, Software requirements, Internet Browser supporting 128 bit encryption and SSL version 3.00 or higher for accessing **E-banking** application.

7. Password:

The **User** accepts and unconditionally agrees to the following:-

- i) Upon approval of the account holder's application, the customer will be allotted Corporate ID, User ID and Login Password to access the **E-banking** facility.
- ii) The User ID and Password will be mailed by the **Bank** separately to the mailing address in terms of the option exercised by the Corporate Customer in the Application Form.
- iii) The Password so mailed is not known to anyone including the **Bank** staff. In the event of the mails containing User ID and Password reaches the customer in a tampered / damaged condition, contact the **Bank** immediately.
- iv) On accessing **E-banking** for the first time, the **User** has to compulsorily change the password assigned by the **Bank** through the relevant option. The **User** is at liberty to change the password as many times as possible at his risk and consequences. The **User** will be solely responsible for maintaining secrecy of the Password, so changed, and the **Bank** shall in no way be responsible for the misuse of the said Password by any person including the authorized user.
- v) The **Bank** does not assume any responsibility in this behalf including against loss incurred by the **User** as a result of misuse / unauthorized use of User ID / Password.
- vi) In case the **User** forgets the Password, a new Password may be obtained from the **Bank** against a written request in the prescribed format as available on **E-banking** website / **Bank's** branch. Such replacements shall not be construed / deemed as the commencement of new contract. In such an event the **Bank** shall provide the new Password within a reasonable period of time. However, till such time no transactions or viewing could be effected.

8. Charges:

The **Bank** reserves the right to charge and recover from the **User** charges, if any, fixed for providing any service under **E-banking** facility. The user, hereby authorize the **Bank** to recover the service charges by debiting one of the accounts of the **User** to make the payment within a specified period. However, there are no charges levied to the customers for **E-banking** services at present. Charges such as Exchange on DD, Commission on Official Check, Postages, Courier Charges, etc. are to be borne by the **User**.

9. Mailing Address:

All correspondence / delivery of any instructions by the **Bank** or their communication shall only be made at the normal Postal Address and / or e-mail address as registered with the **Bank**. The **Bank** shall in no way be held responsible for any non-receipt of the same.

10. Accuracy of Information:

The **User** is responsible for the correctness of information provided to the **Bank** through the use of **E-banking** or through any other means such as electronic mail or written communication. The **Bank** accepts no liability for the consequence arising out of erroneous information supplied by the **User**. The **User** shall at periodic intervals check the correctness of the statement and shall inform the **Bank** about any discrepancies that may occur.

All outputs of statements are duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from a computerized backup 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 **User** shall hold the **Bank** harmless against any loss, damages, etc. that may be incurred /suffered by the **User** if the information contained in the above said outputs turns out to be inaccurate / incorrect.

11. Liability of the User:

The **User** alone shall be liable for any loss from unauthorized transactions in the **E-banking** accounts if he has breached the terms or contributed or caused the loss by negligent actions such as the following:

1. Keeping a written or electronic record of **E-banking** password.
2. Disclosing or failing to take all reasonable steps to prevent disclosure of the **E-banking** password to anyone including any minor,
3. **Bank** staff and/or failing to advise the **Bank** of such disclosure within reasonable time.
4. Not advising the **Bank** in a reasonable time about unauthorized access to or erroneous transactions in the **E-banking** accounts.

The **Bank** shall in no circumstances be held liable by the **User** if **E-banking** access is not available in the desired manner for reasons, including but not limited to, Natural Calamity, Floods, Fire and other Natural Disasters of any kind, Terrorism, Riot, or Civil Commotion, Legal restraints, non-availability, non-functioning or malfunctioning, Computer Viruses, interruption or disruption of utilities, internet service provider(s) or broadcast, telecommunications or network systems or services, power breakdown or UPS breakdown, software or hardware failure and or error or any other reason beyond the reasonable control of the **Bank**. The **Bank** shall in no way be liable for any loss or damage that may occur due to hacking of the account by any persons other than the **User**, which fits in the definitions of a '**Cyber Related Crime**' as accepted internationally. The **Bank** shall under no circumstances 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, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the **User** or any other person.

12. Indemnity:

The **User** shall indemnify and hold the **Bank** harmless against all actions, claims, demands, proceedings, losses, 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 arising out of providing **E-banking** facility or by reason of the **Bank** in good faith taking or refusing to take or omitting to take action on any instruction given by the **User**.

13. Disclosure of Personal Information:

The **User** agrees that the **Bank** may hold and process its Personal Information on computer or otherwise in connection with **E-banking** services as well as for statistical analysis and credit scoring. The **User** authorize us to disclose to third parties, affiliates, and agents, such as independent auditors, consultants or attorneys, information you have provided or that the **Bank** or our affiliates have obtained about your accounts and the transfers you make:

- 13.1 To comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
- 13.2 To verify the existence and condition of your account for a third party, such as credit bureau or merchant;
- 13.3 When necessary to complete any type of transfers and any type of bill payments;
- 13.4 To provide services relating to your account or to offer other products and services;
- 13.5 When the Bank has entered into an agreement to have another party provide the Online Bill Pay service or receive your account information, the Bank will provide the third party with information about your linked checking, savings, other deposit accounts or Loan / Overdraft accounts, your Services transactions, and your electronic mail messages in order to carry out your instructions; or
- 13.6 If you provide us your permission.

The **Bank** recognizes and respects the importance of personal privacy of its customers and has put in place Consumer Privacy Policy in accordance with The Gramm-Leach Bliley Act (The "GLB Act"). It reaffirms that protection of personal privacy of its customers along with their financial assets is at the core of its business. The **Bank** recognizes its obligation to keep the information provided by its customer as safe, secure and confidential.

14. Bank's Lien:

The **Bank** shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the **User's** accounts, to the extent of all outstanding dues, whatsoever, arising as a result of the **E-banking** service extended to and/or used by the **User**.

15. Proprietary Rights:

The **User** acknowledges that the software underlying the **E-banking** service as well as other Internet related software which are required for accessing **E-banking** is the legal property of the respective vendors. The permission given by the **Bank** to access **E-banking** will not convey or confer any proprietary or ownership rights in the above software. The **User** shall in no way try to alter / tamper or experiment with the said program. Any breach on the part of the **User** will be dealt under the appropriate law and user shall be liable for damages that may be incurred by the **Bank**.

The **User** shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying **E-banking** or create any derivative product based on the software.

16. Change of Terms and Conditions:

The **Bank** has the absolute discretion to amend or supplement any of the Terms at any time without prior notice to each **User** about the same. The changes so made will be available on the **E-banking** website of the **Bank** which the customers are requested to refer to from

time to time. Proposed and existing users to the services are advised to confirm themselves about the terms and conditions contained therein to take note of any changes, modifications and/or amendments which may be made to the scheme from time to time by the **Bank**. The **Bank** may introduce new services within **E-banking** from time to time. The existence and availability of the new functions will be displayed on the **Bank's** website along with the revised/changed terms and conditions applicable to such **E-banking** services. By using the services, it is deemed that the **User** agrees to be bound by the terms and conditions applicable.

17. Non-Transferability:

The grant of facility of **E-banking** to a **User** is not transferable under any circumstance and shall be used only by the **User** who will be responsible for all the consequences thereof.

18. Cancellation / Termination of E-banking:

The **User** may request for cancellation of the **E-banking** facility any time by giving a written notice to the **Bank**. The **User** will remain responsible for any transactions made in his accounts through **E-banking** prior to the time of such cancellation of the **E-banking** Services. The **Bank** may withdraw the **E-banking** facility anytime provided the **User** is given reasonable notice. The closure of all Accounts of the **User** will automatically terminate the **E-banking** services. The **Bank** may suspend or terminate **E-banking** facilities without prior notice if the **User** has committed breach of these terms and conditions or the **Bank** learns of the death, bankruptcy or legal incapacity of the **User**.

19. Notices:

The **Bank** and the **User** may give notices under these Terms and Conditions:

- Electronically to the mailbox 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**

In addition, the **Bank** may also publish notices of general nature, which are applicable to all **Users** of **E-banking** on its web site. Such notices will have the same effect as a notice served individually to each **User** and or that of a notice published in a newspaper of print media.

20. Governing Law:

The terms and conditions and/or the operations in the accounts of the **User** maintained by the **Bank** and/or the use of the services provided through **E-banking** shall be governed by the appropriate laws as prevalent in India and no other nation. The **User** and the **Bank** agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims or matter arising under these terms and conditions.

Any dispute or difference arising between the **User** and the **Bank** shall be settled by mutual consultation /discussion failing which,, the same shall be referred to Arbitration. The Arbitration proceedings shall be governed and conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 and that the Arbitration proceedings shall take place in Mumbai, India.

The **Bank** accepts no liability whatsoever, direct or indirect, for non-compliance or breach of the laws of any country other than the Republic of India. The mere fact that the **E-banking** Service can be accessed through Internet by a **User** in a country other than India shall not be interpreted to imply that the laws of the said country shall govern these terms and conditions and/or the operations in the **E-banking** accounts of the **User** and/or the use of **E-banking**. The user of the **E-banking** facility by a person from any place other than India will not alter the situation and the said **User** shall be deemed to have submitted himself to the laws of the Republic of India and only the Indian courts shall have the jurisdiction.

The terms and conditions contained herein shall be governed and interpreted in accordance with the laws that may be determined by the **Bank** at its sole and absolute discretion. In the event of a dispute arising in relation to the use of the **E-banking** facility, it shall be resolved by courts in Mumbai, India provided that the **Bank** may as it deems appropriate and as its sole discretion, bring proceedings in any other jurisdiction, inside or outside India.

21 General:

The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause. The **User** shall not assign this agreement to anybody else.

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