



Utkarsh Small Finance Bank

Aapki Ummeed Ka Khaata

TERMS AND CONDITIONS FOR INTERNET BANKING SERVICES

1. DEFINITIONS

In these Terms of Service (Terms & Conditions), unless the context indicates otherwise, the following words and phrases shall have the meanings indicated against them:

The Bank refers Utkarsh Small Finance Bank Limited, a company incorporated under the Companies Act, 2013 having its corporate office at S-24/1-2, First Floor, Mahavir Nagar, Orderly Bazar, Near Mahavir Mandir, Varanasi -221002(U.P.) India , (hereinafter referred to as "Utkarsh/ the Bank", which expression shall wherever the context permits, admits or requires be deemed to mean and include its successors-in-interest and permitted assigns)

Net Banking/Utkarsh Online means Internet Banking facility offered by the Bank.

The Site means www.utkarsh.bank.

Internet Banking Services are the Bank's services which provide access to account information, products and other services (including Transaction of financial and non-financial in nature) as advised by the Bank from time to time to the customers through the internet banking website of the Bank www.utkarsh.bank.

User refers to a customer of the Bank authorized to use Internet Banking Services.

Confidential Information refers to the information obtained by the customer through the Bank for availing various services through Net Banking.

Personal Information refers to the information about the User obtained by the Bank in connection with the Internet Banking Service.

Account refers to the User's Savings and/or Current Account and/or Fixed Deposit or any other type of account so designated by the Bank to be eligible account(s) for the operations through the use of Internet Banking.

Future A/c. In the event of future accounts opened by the User under the same CIF, then the Terms of Service (Terms & Conditions) shall automatically apply to such further use of the Internet Banking by the User.

Accounts in the name of Minors. In case of accounts opened for and on behalf of minors, the Internet Banking facility shall not be made available to the minor. The natural guardian of the minor shall be permitted to use Internet banking with only 'Limited Transaction' rights. The natural guardian shall undertake to give all instructions relating to the operation of the account and further undertake not to reveal the User ID and Password to the minor, which if done so, will be at the risk and consequences of the guardian and the Bank shall not be liable for any loss on that account in case the account is operated by the minor. In such an event the transaction will be deemed to have been undertaken by the guardian.

Third party product refers to any product and/or service of third party which is offered by or through the intermediary of the Bank.

Customer refers to Customer named in the Application Form and shall, where the context requires, include any authorized representative of the Customer.

Internet Banking Services refers to a service offered by the Bank through which a registered Customer may conduct enquiries or perform transactions on the Banks website <https://utkarsh.bank/>.

SMS Password refers to one time 6 digit pass code that would be sent to a customer's mobile number registered on the Bank's record.

Instruction means any request or instruction that is received from the customer by the Bank through Internet Banking services.

2. APPLICABILITY OF TERMS

These Terms mentioned herein form the contract between the User using the Internet Banking services and the Bank. By applying for Internet Banking Services and accessing the service the User acknowledges and accepts these Terms of Service (Terms & Conditions). Any conditions relating to the accounts of customer other than these Terms will continue to apply except that in the event of any conflict between these Terms and the account conditions, these Terms will continue to prevail. The agreement shall remain valid until it is replaced by another agreement or terminated by either party or account is closed, whichever is earlier.

3. APPLICATION FOR INTERNET BANKING SERVICES

The Bank may offer Internet Banking Service to selected customers at its discretion. The customer would need to be Internet User or have access to the Internet. The acceptance of the application and the acknowledgment thereof does not automatically imply the acceptance of application for Internet Banking Services. The Bank may advise from time to time the Internet software such as Browser, which are required for using Internet Banking Services. There will be no obligation on the part of the Bank to support all the versions of this Internet software.

4. INTERNET BANKING SERVICES

The Bank shall endeavor to provide to the User through Internet Banking services such as inquiry about the balance in his/her account(s), details about transactions, statement of account, request for issue of cheque-books, request for transfer of funds between accounts of the same User and other accounts and many other facilities as the Bank may decide to provide from time to time. These facilities shall be offered in a phased manner at the discretion of the Bank. The Bank at its sole discretion may also make additions/deletions to the Internet Banking Services being offered without giving any prior notices or reasons. The availability/ non-availability of a particular service shall be advised through the web page of the Bank or written communication or any other mode as the Bank thinks fit. The Bank shall take reasonable care to, ensure the security of and prevent unauthorized access to the Internet Banking Services using technology reasonably available to the Bank. The User shall not use or permit to use Internet Banking Service or any related service for any illegal or improper purposes.

The USER would be allotted a User-id and a password (to be used at the time of login) by the BANK in the first instance. The USER will be required to mandatorily change the User-Id and password assigned by the BANK on accessing Internet Banking Services for the first time.

As a safety measure the USER shall change the password as frequently as possible, at least once in 90 days. In addition to User-id and Password the BANK may, at its discretion, advise the USER to adopt any other means of authentication including but not limited to smart cards, One Time SMS Password and/or Digital certification issued by Bank, licensed or approved Certifying Authorities or vendors.

The USER shall not attempt or permit others to attempt accessing the account information stored in the computers and computer networks of the BANK through any means other than the Internet Banking Services.

5. USER-ID AND PASSWORD

The USER shall:

1. Keep the User-id and password totally confidential and not reveal them to any third party.
2. Create a password of at least 8 characters long and shall consist of a mix of alphabets, numbers and special characters which must not relate to any readily accessible personal data such as the USER's name, address, date of birth, telephone number, vehicle number, driver license etc. or easily guessable combination of letters and /or numbers.
3. Commit the User-id and password to memory and not record them in a written or electronic form; and
4. Not let any unauthorized person have access to his computer or leave the computer unattended while using Internet Banking Services.

5. Not disclose/reveal his/her personal or confidential information to anyone over email/SMS/phone call even if its purportedly from Utkarsh Bank. Utkarsh or any of its representatives will never send you emails/SMS or call you over phone to seek your personal information like Username, passwords, One Time SMS passwords etc.
- For tips on safe usage of password(s), "Self Registration - Sign me up" displayed as a link on the login page of <https://netbanking.utkarsh.bank/iportalweb/iRetail@1> may be referred.
6. Not access Net Banking if his/her computer device is not free of malware (Viruses, Trojans, etc.).

In the event of forgetting of User-id and/or password or expiry/ disability of password(s) USER can request for change of the password by Reset Password option displayed as a link on the login page of <https://netbanking.utkarsh.bank/iportalweb/iRetail@1>. The selection of a new password and/ or the replacement of User-id shall not be construed as the commencement of a new contract. The User agrees and acknowledges that BANK shall in no way be held responsible or liable if the User incurs any loss as a result of compromise of User-id and password by the User himself or User has failed to follow the Internet Banking Service instructions as published by the BANK on the site from time to time. User agrees to fully indemnify and hold harmless BANK in respect of the same.

Locking of User ID

Internet Banking Password / User ID shall get locked after a number of incorrect attempts, up to such number (at present 5 failed attempts) as may be decided by the Bank from time to time. The same shall be available on the next day. In case of emergency, the User ID / password can be unlocked through the branch.

Deactivation of User ID

The Bank has the right to deactivate the Internet Banking login of User due to unsatisfactory behavior in the account.

6. CYBER CRIME

The Internet per se is susceptible to various cyber crimes like phishing, vishing (Voice phishing), SMS Phishing (phishing through SMS), compromise of User's system security etc., that could affect Payment Instructions / other instructions to the Bank. Whilst the Bank shall endeavor to protect the interest of the customers, there cannot be any guarantee from such cyber crimes and other actions that could affect Payment Instructions / other instructions to the Bank including but not limited to delay or failure in processing the instructions. The User shall separately evaluate all such risks and the Bank shall not be held responsible for the losses arising out of such cyber crimes. The User understands that doing a NetBanking transaction at a Cybercafe/shared computer terminal is risky and shall avoid using the services of a Cybercafe/shared computer terminal to do any NetBanking transactions. Customers are advised not to use public wifi to access the Internet/Mobile Banking.

The furnishing of your account details and debit card details in an unsecured site for online transaction is not recommended. The Bank shall not be liable for any such cyber attack caused due to the customer's action.

The Bank follows and has imbedded into the system such technology and the expected precaution as prescribed from time to time by RBI and other regulators, however, there exists no fool proof system or technology which cannot be hacked. In such an event the Bank shall not be liable for any such breaches.

7. ERRORS OF OMISSION & COMMISSION

The filling in of applicable data for transfer of funds and/or issue of Demand Drafts, cheques would require proper, accurate and complete details.

For instance, the customer is aware that:

- he/she would be required to fill in the correct account number of the person to whom the funds are to be transferred.
- he/she would be required to fill in the correct Credit Card number while making Credit Card payments.

- he/she would be required to fill in the correct details such as the name of the payee (who may or may not have an account with the Bank), mailing address, amount of the Demand Draft and the city/state where the Demand Draft is payable.

In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts or the Demand Draft may be incorrectly issued or sent to a wrong address and there is no guarantee of recovery of the same thereafter. The User shall therefore take all care to ensure that there are no mistakes and errors and that the information given by him/her to the Bank in this regard is error free, accurate, proper and complete at all points of time. The User indemnifies the Bank from any loss due to an error on his/her part. As per RBI instructions credit will be effected based solely on the beneficiary account number information and the beneficiary name particulars will not be used there for. On the other hand in the event of the User's account receiving an erroneous credit by reason of a mistake committed by some other person or for any other reason, the Bank shall be entitled to reverse the erroneous credit at any time whatsoever without his/her consent. The User shall be liable and responsible to the Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain obtained by him/her as a result of the same.

8. TECHNOLOGY RISKS

The site of the Bank may require maintenance and during such time it may not be possible to process the request of the customers. This could result in delays and/or failure in the processing of instructions. The User understands that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by the Bank to honor any customer instruction for whatsoever reason.

9. JOINT ACCOUNTS

The Internet Banking Services will be available in case of Joint accounts only if the mode of operation is indicated as 'either or survivor' or 'anyone or survivor' or 'former or survivor'. For 'former or survivor' account, Internet Banking facility may be available only to the 'former'. For 'either or survivor' and 'anyone or survivor' accounts, Internet Banking may be provided to each one of the joint account holders on their request. In case of 'either or survivor' and 'anyone or survivor' accounts if any of the joint account holder(s) gives "stopping of operations" instructions for the use of Internet Banking Service in writing, on any of the Internet Banking Services, it will be discontinued for the User. In case of 'former and survivor' account, such instructions will not be issued by other account holder.

10. LIMITS

The User is aware that the Bank may from time to time impose maximum and minimum limits including daily limits on transfer of funds that may be transferred or amount of the Demand Draft) that can be issued by virtue of the payment instructions given hereunder. The User acknowledges that the same is to reduce the risks on him/her. For instance, the Bank may impose transaction restrictions within particular periods or amount restrictions within a particular period or even each transaction limits. The User shall be bound by such limits imposed and shall strictly comply with them. The Bank shall put an appropriate message on the relevant page or the website.

11. CHARGES

The Bank at its discretion from time to time may specify charges for usage of Internet Banking Services and/or additional charges for selected services which is published on the Website of the Bank <https://utkarsh.bank/> and any further changes in the charges/fees shall also be notified on the above sites. All out of pocket expenses where ever applicable will be borne by the User. The User and the other account holder(s) (in case of joint accounts) hereby authorize(s) the Bank to recover all charges related to Internet Banking Services as determined by the Bank from time to time by debiting the User(s) account or any of joint account holder'(s) account(s).

12. MAINTENANCE OF SUFFICIENT BALANCE

User shall ensure that there are sufficient funds (or drawing power for credit facilities) in any Account for transactions through the Internet Banking, and the 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 Over Draft facilities provided always that 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 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 at the rates as may be determined by the Bank. Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. Bank 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.

13. RIGHT TO SET OFF AND LIEN

Bank shall have the right of set off and lien, irrespective of any other lien or charge, present as well as future, on the account(s) held by User(s) or in any other account, whether in single name or joint names to the extent of all outstanding dues, whatsoever arising as a result of the Internet Banking services extended to and/or used by the User.

14. FUNDS TRANSFER

The User shall not use or attempt to use Internet Banking Services for funds transfer without sufficient funds in the relative Internet Banking Services account or without a pre-existing arrangement with the Bank for the grant of an overdraft. The Bank will endeavor to effect such funds transfer transactions received through Internet Banking Services provided there are sufficient funds available in the User's account. The Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the control of the Bank. In the event of overdraft created due to oversight/inadvertently, the User will be liable to pay the interest on such overdrawn amount, as decided by the Bank from time to time.

A. FUNDS TRANSFER TO OTHER ACCOUNTS

The User accepts that he/she will be responsible for keying in the correct account number/other particulars of the beneficiary for the funds transfer request. In no case, the Bank will be held liable for any erroneous transactions incurred arising out of or relating to the User entering wrong/incorrect/incomplete account number, information of the beneficiary and/or any other particulars.

If funds transfer is made available to the User, it may be used for transfer of funds between Users own accounts and/or from User account to accounts belonging to third parties maintained at the Bank and/or at other Banks. In the event, such transfer of funds is 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, the same shall be governed by the Terms of Service (Terms & Conditions) applicable to National Electronic Fund Transfer ("NEFT") and Real-Time Gross Settlement System ("RTGS") of the Reserve Bank of India as provided in the Site as well as corporate website of the Bank (<https://utkarsh.bank/>).

B. BILL PAYMENTS

The User agrees and accepts the Internet Banking services as provided by the Bank at his/her requests to carry out his/her bill payments through Internet Banking services of the Bank as made available to him/her from time to time. If the bill amount exceeds the maximum limit set up by the User for "Auto Pay", the bill will be set for manual payment. The User has to provide correct identification details as registered with the biller. In case of any change in the identification details, it is the User's responsibility to register the changes immediately. Any dispute on bill details will be settled directly by the User with the Biller and the Bank's responsibility is limited to provision of information only. The User shall make payments at least few* working days prior to the due date of the bill. The User further agrees that it shall solely be the User's responsibility to schedule payments at least few* working days prior to the due date of the bill. In the event of late payment, the User shall be liable for late payment charges and other consequence as may be enforced by the Biller. The User has no objection whatsoever to the billing company providing his/her billing details to the Bank.

The User unconditionally agrees that he/she shall not hold the Bank liable for:

1. Such transactions that are carried out on his/her instructions by the Bank in good faith.
2. Not carrying out such instructions where the Bank has reason to believe (which decision of the Bank he/she shall not question/dispute) that the instructions are not genuine or are otherwise unclear, improper, vague or doubtful.
3. Accepting instructions given by any one of the Users in case of joint accounts.
4. For any loss or damage incurred or suffered by him/her due to any error, defect, failure or interruption in the provision of bill payment services arising from or caused by any reason whatsoever.
5. Withdrawing/suspending the facility wholly/partially. However the Bank will endeavor to notify the User through its website or through any legally recognized medium of communication or otherwise as found suitable by the Bank.

The User agrees that the record of instructions given and transactions with the Bank shall be conclusive proof and binding for all purposes and can be used as evidence in any proceedings.

****few may mean 1 to 5 working days, depending upon biller and varies from biller to biller.***

C. MERCHANT PAYMENTS

The Bank provides the facility of payment for transactions executed on Internet through different sites. The Bank will execute such transactions and will be responsible for transferring the amount debited from the User's account to the Service /merchants' account. The Bank shall not be held responsible for failure of such transactions. In no event shall the Bank be held responsible/liable for any informational content provided on any such site or for any deficiency in the services/products offered by such sites.

15. STANDING INSTRUCTIONS/SCHEDULED PAYMENTS

The User can set 'Standing Instructions' or 'Schedule Payments' as on a required date i.e. the date on which the Users account shall get debited in the functionality where it is available. If the User wishes to modify / cancel this 'Standing Instruction / Scheduled Payments', the same should be done 1 day prior to the schedule date.

16. TRANSACTION PROCESSING TIME

Instantaneous Transactions

All the instructions for instantaneous transactions received before the cut off time of the specified transaction, will be given effect to instantaneously unless until some processing work or maintenance activity is being done or some unavoidable circumstances beyond the control of the Bank occur. E.g.: Fund Transfer, Third Party Fund Transfer, stop payment etc.

Non-Instantaneous Transactions

In respect of Non-instantaneous transactions and transactions requiring manual intervention by the branch, the Bank would endeavor to give effect to such transactions at the earliest: E.g.: Demand Draft Request etc.

17. DOCUMENTS REQUIRED FOR TRANSACTION PROCESSING

The User shall be responsible for submitting necessary documents and information as the Bank may require along with any request for any service under Internet Banking. If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation, the Bank shall not be required to act on the request until it receives such documentation from the User.

18. AUTHORITY TO THE BANK

Banking transactions in the User's account(s) are permitted through Internet, only after authentication of the User-id and password of the User. The User irrevocably and unconditionally authorizes the Bank to access all his/her account(s) for effecting banking and other transactions performed by the User through the Internet Banking services. The instructions of the User shall be effected only when such information is in accordance with the prescribed procedure. The User grants express authority to the Bank for carrying out the banking transactions performed/requested by him/her through Internet Banking Services. The Bank shall have no obligation to verify the authenticity of any transaction received from the User through Internet Banking Service or purported to have been sent by the User via Internet Banking Services, other than by means of verification of the User-id and the password. The display or printed output that is generated by the User at the time of operation of Internet Banking Services is a record of the operation of the Internet access and shall not be construed as the Bank's record of the relative transactions. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes. All transactions arising from the use of Internet Banking Services to operate a joint account, shall be binding on all the joint account holders , jointly and severally, notwithstanding that one amongst such joint account holders only operates the accounts through Internet Banking Services.

The Bank may at any time without giving notice or reasons, suspend or terminate all or any of the Internet Banking services or their use by the User.

19. ACCURACY OF INFORMATION

A customer shall provide such information as the Bank may from time to time reasonably request for the purposes of providing the services. The User is responsible for the correctness of information supplied to the Bank through the use of Internet Banking Services or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequences arising out of erroneous/incomplete/incorrect information supplied by the User. If the User suspects that there is an error in the information supplied to the Bank by him/her, he/she shall advise the Bank at the earliest. The Bank will endeavor to correct the error wherever possible on a 'best efforts' basis. If the User notices an error in the account information supplied to him/her through Internet Banking Service, he shall advise the Bank at the earliest. The Bank will endeavor to correct the error promptly and adjust any interest or charges arising out of the error.

20. LIABILITY OF THE USER

The User shall be liable for

1. Non-compliance of Terms of Service (Terms & Conditions) mentioned herein.
2. If he/she has breached the Terms of Service (Terms & Conditions) or contributed or caused the loss by negligent actions such as the following:
 - In disclosing or failing to take all reasonable steps to prevent disclosure of the User-id and/or password to anyone including Bank staff and/or failing to advise the Bank of such disclosure within a reasonable time.
 - Not advising the Bank within a reasonable time about unauthorized access to or erroneous transactions in the account(s) through the Internet Banking Services.

21. LIABILITIES OF THE BANK

1. The Bank shall not be liable for any unauthorized transactions in the account(s) through the use of Internet Banking Services which can be attributed to the fraudulent or negligent conduct of the User.
2. The Bank shall not be liable to the account holder(s) for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on investment or any other loss of any character or nature whatsoever and whether sustained by the account holder(s) or any other person, if Internet Banking access is not available in the desired manner for reasons including but not limited to natural calamity, fire and other natural disasters, legal restraints , faults in the telecommunication network or Internet or network failure , software or hardware error or any other reasons beyond the control of the Bank.

3. The Bank shall endeavor to take all possible steps to maintain secrecy and confidentiality of its customer account(s)/information but shall not be liable to the account holder(s) for any damages whatsoever caused on account of breach of secrecy/confidentiality due to reasons beyond the control of the Bank.
4. Bank, for valid reasons, may refuse to execute any instructions placed by the User.
5. The Bank will in no way be held responsible or liable for delay, failure and/or untimely delivery of SMS password and/or SMS Alerts due to but not limited to network congestions, network failure, systems failure or any other reasons beyond the reasonable control of the Bank or its service provider(s).
6. Notwithstanding anything contained herein, where Bank has reason to believe that any transaction or marking of liens, have been fraudulently made (hereinafter referred to as a "suspect transaction"), Bank shall be entitled to withhold payment pertaining to such suspect transaction in accordance with regulatory laws relating to Money Laundering or otherwise. If Bank determines after due enquiry and investigation that the transaction is a valid transaction and not a suspect transaction, Bank shall release such withheld payment subsequently.

22. INDEMNITY

The User agrees to indemnify, hold harmless and defend Bank and its affiliates against any loss and damages that may be caused from or relating to

1. Breach of Terms of Service (Terms & Conditions) mentioned herein.
2. Improper use of the Internet Banking services by the User/customer.
3. Any claims made by third parties arising from issues related to any failure, delay or interruption of the products and/or services as provided by the Bank's Internet Banking services.
4. The use of products/ Internet Banking services in any manner which violates the Terms of Service (Terms & Conditions) or otherwise violates any law, rule, conditions or regulation.

23. DISCLOSURE OF PERSONAL INFORMATION

The User agrees that the Bank or its service providers may hold and process his/her Personal/Technical Information on Computer or otherwise in connection with Internet Banking Services as well as for statistical analysis. The User agrees that the Bank may collect User system related information. The User also agrees that the 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, the following:

1. For participation in any electronic clearing network.
2. In compliance with legal and/or Reserve Bank of India's directive.
3. For fraud prevention purposes.

24. AMENDMENTS

The Bank has the absolute discretion to amend or supplement any of the Terms of Service (Terms & Conditions) at any time, without prior notice. However the Bank will endeavor to notify the changes by posting it on the website or through advertisement or any other means as the Bank may deem fit which will be binding on the User. The existence and availability of the new functionalities/facilities/features will be notified to the User as and when they are made available. By using these new services, the User agrees to be bound by the Terms of Service (Terms & Conditions) applicable there for.

25. NON-TRANSFERABILITY

The grant of facility of Internet Banking Services to a User is non-transferable under any circumstances and shall be used by the User only.

26. PROPRIETARY RIGHTS

The USER acknowledges that the software underlying the Internet Banking Services as well as other Internet related software which are required for accessing Internet Banking Services is the legal property of the Bank/respective service providers. The permission given by the BANK to access Internet Banking Services will not convey any proprietary or ownership rights in the above software. The USER shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking Services or create any derivative product based on the software.

27. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

The copyright, trademarks, logos, slogans and service marks displayed on the website(s) are registered and unregistered intellectual property rights of Bank or of respective intellectual property right owners. Nothing contained on the website(s) should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any intellectual property displayed on the website(s) without the written permission of Bank or such third party that may own the intellectual property displayed on the website(s).

Bank grants the right to access the website(s) to the User and use the Internet Banking Services in accordance with the Terms of Service (Terms & Conditions) mentioned herein. The User acknowledges that the Services including, but not limited to, text, content, photographs, video, audio and/or graphics, are either the property of, or used with permission by, Bank and/or by the content providers and may be protected by applicable copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of India and other countries, and the applicable Terms of Service (Terms & Conditions).

The User should assume that everything he/she views or reads on the website (collectively referred to as "content") is copyrighted/ protected by intellectual property laws unless otherwise provided and may not be used, except as provided in these Terms of Service (Terms & Conditions), without the prior written permission of Bank or the relevant copyright owner.

Any breach of the restrictions on use provided in these terms is expressly prohibited by law, and may result in severe civil and criminal penalties. Bank shall be entitled to obtain equitable relief (including all damage, direct, indirect, consequential and exemplary) over and above all other remedies available to it, to protect its interests therein.

28. THIRD PARTY LINKS

The Site may provide hyperlinks to websites not controlled by Net Banking and such hyperlinks do not imply any endorsement, agreement on, or support of the content, products and /or services of such websites. Net Banking doesn't editorially control the content, products and /or services on such websites and shall not be liable, in any nature whatsoever, for the access to, or the inability to access to, or the use, inability to use or content available on or through such websites.

29. TERMINATION OF INTERNET BANKING SERVICES

The User may request for termination of the Internet banking Services facility any time by giving a written notice. The User will remain responsible for transactions made on his/her account(s) prior to the time of such cancellation of the Internet Banking Services.

The Bank may at its sole discretion, at any time without giving notice or reasons suspend or terminate all or any of the Internet Banking services offered by the Bank or there use by the User including for reasons such as

1. Breach of these Terms of Service (Terms & Conditions) by the User
2. Knowledge or information about the death, bankruptcy or legal incapacity of the User.

30. NOTICES

Notices under these Terms of Service (Terms & Conditions) to the customer may be given through any medium of communication as may be deemed appropriate by the Bank i.e. Bank's website (<https://utkarsh.bank/>) or email, sms, public notification at Branches, or through newspapers, radio, TV etc. Such notices will have the same effect as a notice served individually to each customer.

1. Breach of these Terms of Service (Terms & Conditions) by the User
2. Knowledge or information about the death, bankruptcy or legal incapacity of the User.

31. FORCE MAJEURE

The Bank shall not be liable for delay in performing or failure to perform any of its obligations under these Terms of Service (Terms & Conditions) which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, natural calamities, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving the Bank's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of the Terms of Service (Terms & Conditions) and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

32. DISCLAIMER ON THE INFORMATION TECHNOLOGY ACT 2000

The Bank has adopted the mode of authentication of the User by means of verification of the User ID and or through verification of password or through any other mode of verification as may be stipulated at the discretion of the Bank. The User hereby agrees/consents for the mode of verification adopted by the Bank. The User agrees that the transactions carried out or put through by the aforesaid mode shall be valid, binding and enforceable against the User and shall not be entitled to raise any dispute questioning the transactions.

33. DISCLAIMER ON ANTI VIRUS UPDATE

The User needs to get his PCs/laptops scanned on a regular basis and be updated with the latest antivirus software available. The Bank shall not be responsible in case of any data loss or theft due to the virus transmitted in the system through the usage of Internet Banking.

34. GOVERNING LAWS

These Terms of Service (Terms & Conditions) and/or operations in the accounts of the User maintained by the Bank and/or the use of services provided through Internet Banking Services are construed to be governed in accordance with the laws in India. Bank accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of India. The mere fact that Internet Banking Service can be accessed through Internet by a User from a country other than India shall not be interpreted to imply that the laws of the said countries govern these Terms of Service (Terms & Conditions) and/or the operations in the accounts of the User through Internet and/or the Use of Internet Banking Services. The User agrees to abide by prevailing laws in respect of Internet Banking Services applicable in India. It is the responsibility of the User to comply with any regulations prevailing in the country from where he/she is accessing the Internet.

All disputes shall be subject to the jurisdiction of the Courts in Varanasi (India). The Bank however, may, in its absolute discretion commence any legal action or proceedings arising out of these terms in any other court, tribunal or other appropriate forum, and the User hereby consents to that jurisdiction.