

## **Internet Access – Terms & Conditions**

**Please read these terms and conditions carefully.**

These terms and conditions set out the rights and obligations of you, the customer, and us, the Company, in connection with your use of the Service. All the terms and conditions of this agreement are legally binding, so please read them through carefully before you agree to be bound by them.

This agreement:

- replaces all earlier terms and conditions relating to the Service (if any) except where we advise you otherwise;
- is in addition to the terms and conditions that apply to the individual user accounts and company accounts, you may be accessing through the Service. If there is a conflict between the terms and conditions of this agreement and any other relevant terms and conditions, the latest of the same will prevail; and
- relates to (a) individual accounts in your sole name; and (b) business and corporate accounts (collectively "eligible accounts"). Account holders who do not have an eligible account for these purposes may nonetheless make account enquiries.
- By submitting the "I agree" button, for these terms and conditions at the time of login, you agree to be legally bound by the same.
- This agreement is subject to change from time to time and any changes will be notified to you online. By submitting the "I agree" button, for these revised clauses at the time of login, you agree to be legally bound by the same.

In the last section of this agreement, you will find definitions of some of the words and phrases used in these terms and conditions.

### **1. THE ACCOUNTS ON WHICH YOU MAY USE THE SERVICES**

1.1 By agreeing to be bound by the terms of this agreement, you agree that the Service will be available on all eligible accounts with us, whether open now or opened in the future, you hold with others.

1.2 In order to use the Service, you must be:

1.2.1 an account holder with Pam Technologies Pvt. Ltd. or its product & services and aged 18 or over; and

1.2.2 registered by us to use the Service.

### **2. FOLLOWING OUR USER GUIDANCE**

2.1 User Guidance on the operation of the Service will be made available to you. User Guidance will cover (among other things) the times when the Service is available, how to access and operate the Service, what things you can and cannot do with the Service, and the time it usually takes to carry out particular types of transactions. You must follow all relevant User Guidance whenever you access and operate the Service.

2.2 We may inform you from time to time about changes to the way you should access or operate the Service. You must observe all such changes when accessing or operating the Service.

### **3. YOUR RESPONSIBILITIES FOR SECURITY**

- 3.1 To ensure that you alone are able to access and give instructions on your accounts using the Service, you must adopt and at all times maintain the following security procedures.
- 3.2 To enable you to use the Service, we will give you user identification code an initial password and telephone identification no. and you may then choose your own Password for the Service. These are your Security Codes and both will be used to identify you whenever you access the Service. If you are agreeing to the terms of this agreement, you will be liable to us for all dues payable to us and/or in case of loss/ damage, whatsoever, caused/suffered to/by us due to use of any or all of the service.

#### **Safeguarding your Password and Security Codes**

3.3 In connection with your Security Codes:

- 3.3.1 you should change your Password regularly and may do so if the Service requires you to do so. You should not choose a Password you have used before;
- 3.3.2 whenever you choose a Password, you must take care not to choose a number that is likely to be guessed by anyone trying to access the Service pretending to be you. For example, you should avoid your own or a relative's birthday or any part of your telephone number;
- 3.3.3 you must take all reasonable steps to ensure that you safeguard your Security Codes at all times. You must not disclose any details of your Password to anyone else, or to a member of our staff, or to someone giving assistance on a technical helpdesk in connection with the Service;
- 3.3.4 you must not record your Security Codes in a way that could make them recognisable by someone else as Security Codes;
- 3.3.5 if you discover or suspect that your Password or any part of them are known to someone else, you must immediately change the Password yourself through the Service. If this is not possible, you must notify us immediately by telephoning us on our Phone Banking Centre Numbers (or any other number we may let you have from time to time for this purpose). We will suspend use of the Service until new Security Codes have been set up. Any unauthorized access done prior to such a notification and done within 1 working day after giving such notice, shall be entirely at your risk and cost.

#### **Checking your statements**

- 3.4 If you become aware of any access on any of your accounts that has not been validly authorised by you, you must notify us immediately by telephoning us on our Phone Centre Numbers (or any other number we may let you have from time to time for this purpose). For this purpose, you are reminded that you must, as is required of you for all your accounts, check all information for any unauthorised access.

#### **Other security safeguards**

- 3.5 You must not allow anyone else to operate the Service on your behalf.
- 3.6 You must not leave Your System unattended while you are on-line to the Service. This applies whether Your System is a device you have sourced independently of us or a device provided by us to access the Service in one of our branches. However, the public nature of our branches makes it particularly important that if you access the Service from a device in one of our branches you

do not leave that device unattended while on-line and you ensure that you have gone off-line before leaving the branch.

- 3.7 You must not access the Service from any device connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your access or obtain access to the Service pretending to be you.
- 3.8 You must comply with any other requirements designed to protect the security of your use of the Service which are set out in the User Guidance or notified by us to you in any other way.
- 3.9 We will not be liable in any manner whatsoever due to unauthorised usage and for all purposes any usage will be construed as a proper and authenticated usage.

#### **4. YOUR AUTHORITY TO US TO CARRY OUT INSTRUCTIONS**

4.1 You agree that the use of the Security Codes agreed between us for the Service is adequate identification of you. We are entitled, but not obliged, to act on instructions (using the Security Codes via the Service) without obtaining any further written or other confirmation from you, even if those instructions are not actually given or authorised by you (except in the circumstances described in section 4.2).

##### **Your liability for unauthorised instructions**

4.2 You will be liable for any or all misuse of your Password by someone to give unauthorised instructions purporting to come from you except in case of wilful or negligent act on our part. Further it is your responsibility to ensure:

4.2.1 that all the security procedures described in sections 3.1 to 3.3.4 inclusive and 3.5 to 3.8 inclusive have been faithfully observed; and

4.2.2 You will be held liable for all losses due to unauthorised use if you have acted fraudulently or with negligence or if you are in default of any of the security obligations described in sections 3.1 to 3.3.4 inclusive and 3.5 to 3.8 inclusive or the notification requirements of section 3.3.5.

4.3 You will not be responsible nor have any liability for any instruction that is not authorised by you but is given using your Security Codes if:

4.3.1 such instruction is given after you have notified us that you have discovered or suspect that your Password is known to someone else in accordance with section 3.3.5; or

4.3.2 your Password has become known to the person giving the unauthorised instruction as a result of our failure to comply with clause 8.1 or any negligence or wilful default on our part.

##### **Acting on your instructions**

4.4 You must not reveal your security codes to anyone. In case we receive request through successful verification of security codes to alter any information pertaining to your account or reveal information pertaining to your account, you agree that you will be responsible for any damages you may incur as a result.

4.5 We may, when we believe we are justified to identify unauthorized access:

4.5.1 refuse to carry out an instruction given via the Service; or

4.5.2 require written confirmation from you of a particular instruction.

If we come to believe that an instruction may not have been properly authorised by you, we will be entitled, after making reasonable efforts to check whether it was properly authorised, to take steps to reverse any action taken on the basis of that instruction. We will not be responsible for any loss to you that results from such a reversal.

4.6 When you give an instruction via the Service, we will act on that instruction in accordance with the cut-off times notified to you through the Service. From time to time we may notify you of changes to these cut-off times. Instructions given at any other time may not be acted on until the next Business day.

4.7 The company shall endeavour to provide to you through the electronic access service, (but will not give any commitment on its part).

4.7.1 The company shall endeavour to provide services provided there are sufficient credit available in your account. The company will not be liable for any omission to provide services due to circumstances beyond the reasonable control of the company.

4.7.2 The company may choose to offer existing or added services through any of its group companies or a third party with whom the company has entered into an agreement for the same. It will be company's aim to protect your interest in all such arrangements and agreements.

4.7.3 For all the services, products and facilities offered through the service, Standard terms, conditions of the company shall apply. All rates, tariffs, and charges are subject to change at the sole discretion of the company.

## **5. OPERATING TIMES, CHANGES AND DISRUPTIONS**

5.1 The Service will usually be available for use at the times given in the User Guidance or at other times notified to you. You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the Service to be available during its normal operating hours.

5.2 In connection with the Service, we are entitled at any time to:

5.2.1 change the mode of operation; or

5.2.2 add to, remove or otherwise change, end or suspend any of the facilities available; or

5.2.3 end the Service.

If we decide to change or end the Service, we will try to give you 30 days' notice or whatever shorter period of notice may be reasonable in the circumstances. We will in no way be liable in case of such termination / end of service and / or for any loss caused / suffered in this regard.

## **6. SERVICE SOFTWARE AND HARDWARE**

### **Software compatibility**

6.1 Each time you access the Service, it may automatically provide Your System with the Service Software necessary to enable you to access and operate the Service. Alternatively, the Service Software may be supplied to you in some other way. It is your responsibility to ensure that the Service Software supplied to you is compatible with any computer or other device from which you access the Service and any software on that computer or other device. We shall not be liable to you for any loss you suffer as a result of any incompatibility between the Service Software and any computer or other device from which you access the Service.

### **Protecting against Viruses**

6.2 You must take all reasonably practicable measures to ensure that any computer or other device from which you access the Service is free of any computer virus or similar device or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms (together "Viruses" and is adequately maintained in every way. The Service can be accessed through the Internet or other communication channels as the case may be, public systems over which we have no control. You must therefore ensure that any computer or other device you use to access the Service is adequately protected against acquiring Viruses.

### **Access through third party services**

6.3 We cannot be responsible for any services through which you access the Service that are not controlled by us, or for any loss you may suffer as a result of you using such a service. You must comply with all the terms and conditions of such a service and pay all the charges connected with it.

### **Ownership rights in connection with the Service Software and other information**

6.4 By supplying you with the Service Software to access the Service, we are granting you a non-exclusive, non-transferable, temporary licence to use the Service Software for the purpose of accessing the Service, and for no other purpose. The Service Software and all other material and information supplied to you, including the User Guidance, contains valuable information that belongs to us or others. You must not:

6.4.1 use them except in connection with accessing the Service;

6.4.2 take copies, sell, assign, commercially rent, sub-license, otherwise transfer them to any third party; or

6.4.3 try to decompile, reverse engineer, input or compile any of the Service Software.

6.5 If you access the Service from a country outside India, you are responsible for complying with the local laws of that country, including (but not limited to) obtaining any licence needed for the import / export of the Service Software to that country.

## **7. EXTENT OF LIABILITY FOR LOSS OR DAMAGE**

- 7.1 We will take reasonably practicable steps to ensure that our systems in connection with the Service are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to us from time to time.
- 7.2 We will not be liable for any loss or damage to you as a result of making / not making the Service available to you or as a result of loss of service to you, including any direct, indirect, consequential or special loss, even if we have been advised of the same. Examples of circumstances in which we will NOT be liable to you for loss or damage resulting to you through the use of the Service include (but are not limited to):
- 7.2.1 acting on an instruction which has been validly authenticated as coming from you but which in fact was given by somebody else (but please see sections 4.2 and 4.3 which explain the exceptions to this rule); and
- 7.2.2 any incompatibility between Your System and the Service; and
- 7.2.3 any machine, system or communications failure (except where such failure should have been prevented by the risks control and arrangement measures had we adopted such measures in accordance with clause 7.1), industrial dispute or other circumstances beyond our control that leads either to the Service being totally or partially unavailable or to instructions given via the Service not being acted upon promptly or at all; and
- 7.2.4 any misuse of Your System by you or anyone else; and
- 7.2.5 any access to information about your accounts which is obtained by a third party as a result of your using the Service (except where that access is obtained as a result of our negligence or our wilful default).
- 7.2.6 loss / distortion of data during transmission, any loss / delay due to circumstances beyond our control.
- 7.2.7 unavailability of Service during normal operating hours as covered under point 5.
- 7.3 In the event that we are liable for any loss or damage to you as a result of your use of the Service, we shall only be liable for direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only if such loss or damage is caused by our gross negligence or wilful default.

If you need to be completely certain that an instruction has reached us and that it will be carried out by a particular time, you must speak to our staff on our Customer Care Centre Numbers or inform us in any other way we notify you about from time to time.

- 7.4 You shall indemnify us, our employees and our nominees or agents promptly and on a full indemnity basis from or against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and expenses including all duties, taxes, or other levies and legal costs as between solicitor and client (on a full indemnity basis) and other liabilities which we may incur or suffer from or by reason of your use of the Service.
- 7.5 You are aware of the risks, responsibilities and liabilities involved in Internet Access and have after due consideration requested us to offer you the Internet Access Services.

## **8. IF YOU BREAK A TERM OF THIS AGREEMENT**

You must compensate us for any loss we suffer as a result of your breaking any term of this agreement.

## **9. ENDING YOUR USE OF THE SERVICE**

9.1 You may cancel your use of the Service at any time by giving us written notice (or in any other way we notify you about from time to time).

9.2 We have the right to end or suspend your use of the Service at any time. We will usually give you at least 30 days' notice. However, we may give you a shorter period of notice or no notice if we consider it necessary, for example because of security concerns in connection with your use of the Service or otherwise to operate any of your accounts in breach of your arrangements with us.

9.3 If your use of the Service comes to an end for any reason, this will not affect any instructions you have already given via the Service.

## **10. ABOUT OUR CHARGES**

10.1 We are entitled:

10.1.1 to charge you fees and charges for the Service; and

10.1.2 to change those fees and charges from time to time by giving you at least 30 days' notice. If we give you such a notice, you will not have to pay any proposed increase so long as you cancel your use of the Service during the 30-day notice period. However, your continued use of the Service after the 30-day notice period shall be conclusively deemed to be your acceptance of such changed fees and charges.

10.2 To avoid any doubt, please note that the references to fees and charges in section 10.1 only apply to our charges for providing the Service.

## **11. OUR RIGHT TO MAKE CHANGES TO THIS AGREEMENT**

11.1 We have the right to change the terms of this agreement at any time by giving you notice either in writing, by placing prominent notices at our offices or branches or by sending you a message via the Service.

11.2 We will give you 30 days' notice of any change before it takes effect, except when notice has to be shorter in order to protect the security of the Service or in other circumstances beyond our control. Once you have received notice of any change in the terms of this agreement, we will treat your subsequent use of the Service as your acceptance of the change



## **12. THE VALIDITY OF THE TERMS OF THIS AGREEMENT**

- 12.1 If anyone or part of the terms of this agreement proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms.
- 12.2 We believe the terms of this agreement are fair. If anyone or part of them proves to be not legally valid because it is unfair or for any other reason, we are entitled to treat that term as changed in a way that makes it fair and valid.
- 12.3 If one of the terms of this agreement is unenforceable against one of the customers signing this agreement, this will not in any way affect the enforceability of that term against the other signatories.
- 12.4 If we relax any of the terms of this agreement once, this may be on a temporary basis or as a special case only. Such relaxation will not affect our right to enforce that term strictly at any other time.

## **13. COMMUNICATIONS BETWEEN US**

- 13.1 Except for situations where this agreement refers to your giving us notice by telephone, you should give us any other formal notice in connection with the Service in writing (in hard copy form) to any of our branches in India (or any other address we may notify to you from time to time for this purpose).
- 13.2 Any complaints in connection with the Service should be directed to any of our branches in India (or any other address we may notify to you from time to time for this purpose).
- 13.3 Electronic mail is not a completely reliable or secure method of communication and you must not use it for sending us:
  - 13.3.1 notices in connection with the terms of this agreement; or
  - 13.3.2 sensitive communications, such as payment instructions (payment instructions should be sent through the Service in accordance with the User Guidance or in accordance with the terms of the relevant account which you hold with us).
  - 13.3.3 The personal details that you have given to us most recently through the service or any other way are deemed to be bonafide and the company has the right to communicate with you based on these details that you have furnished. If we need to send you a notice, we will use the address you have given us most recently in connection with your accounts and any notice/communication sent to such address shall be deemed to be proper service of the same for all purpose. It is your duty to update and keep us informed of any changes in your personal details/address.

## **14. SERVICE QUALITY: RECORDING YOUR CALLS AND INSTRUCTIONS**

- 14.1 To protect both our customers and our staff, and to help resolve any disputes between you and us, you acknowledge that:
  - 14.1.1 we will record all telephone conversations between us and customers of the Service; and
  - 14.1.2 we will keep a record of all instructions given by customers via the Service; and
  - 14.1.3 we may listen to telephone calls made in respect of the Service in order to assess and improve the quality of the Service.

## 15. OUR ADVERTISING

From time to time we may advertise our own products and services, and those of other companies or any other advertisement as we deem fit, through the Service. If, in connection with other agreements with us, you have asked us not to send you any marketing material (or if you do so in the future), you agree that this restriction will not apply to these advertisements.

## 16. THE LAW GOVERNING THIS AGREEMENT

The laws of India govern this agreement. Both parties agree to submit to the jurisdiction of the Indian Courts in connection with any dispute. This does not affect our right to pursue our remedies in the courts of any other jurisdiction which is appropriate.

## 17. ARBITRATION

Any dispute arising between the parties hereto in connection with the validity, interpretation or implementation of this agreement shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any other amendments thereto or any enactments in substitution thereof. The venue of arbitration shall be Ahmedabad, Gujarat, India.

## 18. DEFINITIONS: THE MEANING OF SOME WORDS AND PHRASES USED IN THIS AGREEMENT

**Business day** means any day except Sunday or public holiday in India.

**Password** means the Electronic Access personal identification number or secret number chosen by you (or if you do not elect to change it, the initial secret number given to you) that is used to confirm your identity whenever you use the Service.

**Security Codes** means the user identification code together with the Password details agreed between you and us that are used to identify you whenever you use the Service.

**Service** means the services provided by us which enable you to obtain information from us and give instructions to us by computer, telephone, mobile telephone, personal digital assistant or other device linked to our system by any means (among other things).

**Service Software** means any software supplied to you whenever you access the Service and any other software we supply to you for the purpose of accessing the Service from time to time.

**User Guidance** means the guidelines we provide from time to time in connection with your operation of the Service, which may include guidance:

in hard copy form (for example, in a user manual or by letter); and

spoken guidelines (e.g. by any technical helpdesks we may operate); and

through any on-line help service available as part of the Service.

**We/us/our/company** refer to Pam Technologies Pvt. Ltd., a company incorporated in India under Companies act 1956, situated at A/2 Hira Panna, Opp. Devbhoomi, Nr. Vijay Cross Roads, Navrangpura, Ahmedabad 380 009, Gujarat, India.

**You/your** means you, the customer(s), who are registered by us to use the Service.

**Your System** means the equipment and software contained on it used by you to access the Service.