



Bank of Baroda

Australia



Corporate eBanking

Branch Name: -----

Application No. -----

APPLICATION FORM FOR INTERNET BANKING(FOR CORPORATE)

CUSTOMER ID*:

(If you are not aware of your Customer ID, please enquire from your base branch)

I/We request you to register my/our application for Internet banking facility & link my/our accounts with your branch/other branch/es with following rights (Choose one) Transaction Rights View Only

NAME OF THE ACCOUNT / TITLE: _____

ACCOUNT NO.:

DATE OF INCORPORATION / ESTABLISHMENT:

(DD) (MM) (YYYY)

ACTIVITY: _____

CONSTITUTION/RULES/PARTNERSHIP AGREEMENT/TRUST DEED	Sole Proprietorship	Partnership	LLC	Trust/Club
	Pvt. Ltd. Co	Public Ltd Co	Society	Others Pl. Specify: _____

I 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:

COUNTRY: PLACE: P.O. Box:

TELEPHONE (O): FAX: MOBILE No:

EMAIL ADDRESS:

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

I/We authorize you for creation of our e-banking account administrator for administration of users and Internet banking services to be provided to me / us. I/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 your Account Administrator. He will also enable and disable menus for Corporate Users and will create and modify pool of accounts.
2. Change in Limit mapping, designation mapping and hierarchy structure will be defined by the Bank on receiving written request from Account Administrator under signature of the authorized signatories.
3. Viewing option can be provided to any Corporate User by your Account Administrator. However, for transactional functionalities Annexure-I needs to be submitted with User wise details.

Declaration: [for Corporate]

I/We have read the terms and conditions as per annexure II 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 the terms and conditions governing internet banking of Bank of Baroda applicable for bank accounts as displayed on bank/s website. I/we accept and agree that I/We are aware of the contents of the terms and conditions and that all my/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.

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

1. Initiator is the individual user initiating the Fund transfer request. 2. Approver is the person who authorizes the Fund Transfer request keyed in by the initiator. 3. Initiator and Approver cannot be the same individual. 4. Any Fund Transfer request necessarily will involve Initiator and Approver

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, FZE, FZC, Trusts and any other corporate concerns having internet banking facility of the Bank and such user is identified as a **Corporate User**.

Account refers to the User's Savings / Sp Current a/c / Time Deposit / Overdraft / Loan Account and / or any other type of account as available in the Bank in Australia 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 BOB 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** may either be downloaded and printed or the same can be received from any branch of BOB. The said form is to be filled up and duly signed by the User and submitted either to any BOB 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 his or 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., FZE, FZC etc.)
- 3) Partnership firms
- 4) LLC

The Corporate 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, transact and approve the transactions on internet banking on behalf of the Corporate. Accordingly, the said **e-banking Corporate** should submit necessary authority to the Bank duly signed by the Authorized signatory 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 holder and if the account is held by joint holders, jointly and severally.

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 in such an event.

The Corporate user is liable for any use of the account by an authorised 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 authorised 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 Corporate user does not wish to have the authorised user to have any further access to the account the Corporate user should contact the Bank by phone or attend in person to confirm the cessation of the entitlement of the authorised 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.

7. Password:

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

- i) Upon approval of the account holder's application, the customer will be allotted corporate user, user Id and login and transaction 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 authorised 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 Bank's format as available on internet / 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 Bankers' Cheque, postages, courier charges, etc. to be borne by the Corporate 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. Cheque Book Issue:

The user can request for issuance of a cheque book and the same will be mailed by the Bank to the address given in the Request. The courier charges will be borne by the customer.

16. 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.

17. 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.

18. 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.

19. Disclosure of Personal Information:

The User agrees that the Bank may hold and process his Personal Information on computer or otherwise in connection with e-banking services as well as for statistical analysis and credit scoring. 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:

- For participation in any telecommunication or electronic clearing network
- In compliance with a legal directive
- For credit rating by recognized credit rating / scoring agencies
- For fraud prevention purposes.

For account holders in Bank of Baroda Australia we will satisfy the National Privacy Principles under the Australian Privacy Act.

20. 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 whether in single name or joint name(s), 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.

21. 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.

22. 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 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.

23. 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.

24. 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.

25. 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.

26. 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 banks e-banking facility, it shall be resolved by courts in Mumbai, India provided that the bank may as it deems appropriate and as its sol discretion, bring proceedings in any other jurisdiction, inside or outside India.

27 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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