

Wardhaman Urban Co-operative Bank Ltd **Internet Banking Terms and Conditions**

IMPORTANT: Please note carefully the User's duties laid down in the Terms set out herein below. If the User commits a breach of the duties the User may be liable for the transactions even if the User did not authorise them. Please note that by accepting the Terms you are requesting us to add all the User's Account, including joint accounts, to the Internet Banking.

1. Definitions

In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise: Account(s) "Account(s)" refers to the user's bank account including joint accounts, card account, Home Loan, car loan account, consumer durable loan account, depository account and/or any other type of account (each account hereafter referred to as an "Account" and collectively as "Accounts"), so maintained with Wardhaman Urban Co-Op Bank Ltd Bank or its Affiliate which are eligible Account(s) for purposes of Internet Banking. One of these Accounts shall be designated as the Main Account and all other Accounts, if any, of the user shall be referred to as other Account(s).

Affiliate "Affiliate" of Wardhaman Urban Co-Op Bank Ltd Bank shall mean and include (a) any company which is a subsidiary of Wardhaman Urban Co-Op Bank Ltd Bank. or (b) a person under the control of or under common control with The Wardhaman Urban Co-Op Bank Ltd Bank, Wardhaman Urban Co-Op Bank Ltd Bank "Wardhaman Urban Co-Op Bank Ltd" refers to The Wardhaman Urban Co-Op Bank Ltd Limited, a Cooperative Bank registered under the Maharashtra Co-operative Societies Act, 1960 and [licensed] as a bank under the Banking Regulation Act, 1949 and having its registered office at 73-C, Sewasadan Square, Central Avenue, Nagpur – 440018. Maharashtra, INDIA. Internet Banking "Internet Banking" refers to the internet banking service offered or provided by Wardhaman Urban Co-Op Bank Ltd Bank to the User and which are described in the Terms by which the User may access information and give Wardhaman Urban Co-Op Bank Ltd Bank instructions in respect of certain of User's Account(s) with the Wardhaman Urban Co-Op Bank Ltd Bank. Such Internet Banking may be provided by Wardhaman Urban Co-Op Bank Ltd Bank directly or through its associates or contracted service providers or Affiliate. User "User" refers to a customer of Wardhaman Urban Co-Op Bank Ltd Bank and/or of the Affiliate of Wardhaman Urban Co-Op Bank Ltd Bank, authorised to use Internet Banking or a person requesting the Internet Banking. In case of the User being a minor, the guardian of such minor shall be permitted to use Internet Banking. Personal Information "Personal Information" refers to the information provided by the User to Wardhaman Urban Co-Op Bank Ltd Bank. Terms or E-Terms "Terms" or "E-Terms" refer to these terms and conditions and any supplementary terms and conditions which we will notify you of under Clause [21.1] below, as amended from time to time. Website "Website" refers to the website owned, established and maintained by Wardhaman Urban Co-Op Bank Ltd Bank located at the URL <http://www.Wardhamanbank.com/> In this document all references to the User refers to both masculine and feminine gender.

2. Applicability of Terms

2.1 These Terms form the contract between the user and Wardhaman Urban Co-Op Bank Ltd Bank for availing Internet Banking. The user shall apply to Wardhaman Urban Co-Op Bank Ltd Bank in the prescribed form for use of Internet Banking. Wardhaman Urban Co-Op Bank Ltd Bank shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the users. In addition to what is provided hereinbefore the User agrees that any use by the User of the Internet Banking shall constitute the User's acceptance of the Terms. The User applying for Internet Banking will also be deemed as acceptance of the Terms and acknowledged thereof. Notwithstanding anything contained herein, all terms and conditions stipulated by the Affiliates pertaining to the Accounts shall continue to be applicable to the users provided in the event of a conflict in the terms stipulated by the Affiliates and the terms herein, the terms herein shall have overriding effect. These terms will be in addition to and not in derogation of the terms and conditions relating to any account of the user. The Wardhaman Urban Co-Op Bank Ltd Bank recommends to the User that he should store or print off a copy of the Terms for his records.

3. Internet Banking

3.1 For the purpose of availing Internet Banking, the User would need to have legal and valid access to the Internet.

3.2 The information provided to the User through the Internet Banking is not updated continuously but at regular intervals. Consequently, any information supplied to the user through Internet Banking will pertain to the date and time when it was last updated and not as the date and time when it is supplied or the date on which the internet is viewed by the User. Wardhaman Urban Co-Op Bank Ltd Bank shall not be liable for any loss that the User may suffer by relying on or acting on such information.

3.3 Wardhaman Urban Co-Op Bank Ltd Bank may keep its records of the transactions in any form it wishes. The Wardhaman Urban Co-Op Bank Ltd Bank's records, unless shown to be wrong, shall be evidence of User's dealings with the Wardhaman Urban Co-Op Bank Ltd Bank in connection with the Internet Banking. User agrees not to object to the admission of Wardhaman Urban Co-Op Bank Ltd Bank's records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer. Where the User agrees to give the Wardhaman Urban Co-Op Bank Ltd Bank an instruction or request a transaction through the Internet Banking the Terms will apply in addition to the existing terms in respect of your dealings with Wardhaman Urban Co-Op Bank Ltd Bank either in respect of particular accounts or products or generally. In the event of inconsistency the Terms will apply.

3.4 Any request for any service, which is offered as a part of Internet Banking, shall be binding on the User as and when Wardhaman Urban Co-Op Bank Ltd Bank receives such a request. If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the User, Wardhaman Urban Co-Op Bank Ltd Bank shall not be required to act on the request until it receives such documentation from the User.

3.5 The User shall ensure that Internet Banking or any related service is not used for any purpose which is illegal, improper or which is not authorised under these Terms. Notwithstanding anything contained in the Terms, due to the nature of Internet Banking, Wardhaman Urban Co-Op Bank Ltd Bank shall not be responsible for any loss or damage to the User's data, software, computer, telecommunication or other equipment caused by using the Internet Banking.

4. Unauthorised Access

4.1 The User shall take all necessary precautions to prevent unauthorized and illegal use of Internet Banking and unauthorized access to the Accounts provided by Internet Banking.

4.2 Wardhaman Urban Co-Op Bank Ltd Bank shall take all commercially reasonable care to, ensure the security of and to prevent unauthorised access to the Internet Banking using commercially reasonable technology available in India to Wardhaman Urban Co-Op Bank Ltd Bank.

5. Internet Banking Access

5.1 The User would be allotted an Internet Banking user-id and passwords on his registered mobile number by bank. The User will be required to change the password assigned by Wardhaman Urban Co-Op Bank Ltd Bank on accessing Internet Banking for the first time. As a safety measure, the User shall change the password as frequently thereafter as possible. The User shall not attempt or permit others to attempt accessing the Account information stored in the computers of Wardhaman Urban Co-Op Bank Ltd Bank or Affiliate through any means other than the Internet Banking.

6. Internet Banking Password

6.1 The User acknowledges, represents and warrants that the password which will be issued to it, provides access to the Account and that User is the sole and exclusive owner and is the only authorised user of the password and accepts sole responsibility for use, confidentiality and protection of the password, as well as for all orders and information changes (i.e., change of address) entered into Accounts using such password. The User grants express authority to Wardhaman Urban Co-Op Bank Ltd Bank for carrying out transactions and instructions authenticated by such password. The User unconditionally undertakes to have Internet Banking password of such number of letters/digits as may be notified by Wardhaman Urban Co-Op Bank Ltd Bank from time to time and ensure that the same is kept confidential; and to not let any unauthorised person have access to the internet while the User is accessing the Internet Banking. If the User forgets the Internet Banking password or the Internet Banking Password gets locked after a number of incorrect attempts, upto such number as may be intimated by Wardhaman Urban Co-Op Bank Ltd Bank from time to time, then the User may within three days from the time he/she is not able to access his/her Account for the reasons mentioned herein request for the issue of a new password, Internet Banking Channel or to the Branch concerned during business hours and this shall not be construed as the commencement of a new contract. Such Password may be issued within such time as may be intimated by Wardhaman Urban Co-Op Bank Ltd Bank from time to time. The user agrees and acknowledges that Wardhaman Urban Co-Op Bank Ltd Bank shall in no way be held responsible or liable if the user incurs any loss as a result of information being disclosed by Wardhaman Urban Co-Op Bank Ltd Bank regarding his Account(s) or carrying the instruction of the User pursuant to the access of the Internet Banking and the User shall fully indemnify and hold harmless Wardhaman Urban Co-Op Bank Ltd Bank and the Affiliate in respect of the same. The User shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. The User shall comply with such guidelines, instructions or terms as Wardhaman Urban Co-Op Bank Ltd Bank may prescribe from time to time with respect to the User's password.

7. Joint Accounts

7.1 In case of Joint Accounts, transactions through Internet Banking, the facility of Internet Banking shall be available to the 1st account holder in his account held with the Wardhaman Urban Co-Op Bank Ltd Bank and if he is the Account holder and sole signatory or authorised to act independently in case of a joint account. For such joint accounts, one user-ID and password for Internet Banking will be issued to the first account holder when requested. The other joint account holders shall expressly agree with the arrangement and give their consent on the application form for use of Internet Banking. All transactions arising from the use of Internet Banking in the joint account shall be binding on all the joint account holders, jointly and severally.

8. Charges

8.1 Wardhaman Urban Co-Op Bank Ltd Bank reserves the right to charge and recover from the User service charge for providing the Internet Banking. The User hereby authorises Wardhaman Urban Co-Op Bank Ltd Bank to recover the service charge by debiting one of the Accounts of the User or by sending a bill to the User who will be liable to make the payment within the specified period. Failure to do so shall result in recovery of the service charge by Wardhaman Urban Co-Op Bank Ltd Bank in a manner as Wardhaman Urban Co-Op Bank Ltd Bank may deem fit along with such interest, if any, and/or suspension of the facility of Internet Banking without any liability to Wardhaman Urban Co-Op Bank Ltd Bank.

9. Maintenance of Sufficient Balance

9.1 The User shall ensure that there are sufficient funds (or prearranged credit facilities) in any Account for transactions through the Internet Banking, and Wardhaman Urban Co-Op Bank Ltd 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 credit facilities provided always that Wardhaman Urban Co-Op Bank Ltd 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 the 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.

9.2 Wardhaman Urban Co-Op Bank Ltd Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation Wardhaman Urban Co-Op Bank Ltd Bank may levy service charges for use of Internet Banking which will be notified by Wardhaman Urban Co-Op Bank Ltd Bank to the User from time to time in the manner deemed fit to the Wardhaman Urban Co-Op Bank Ltd Bank. Any change in such service charges will also be notified to the user in the manner deemed fit to the Wardhaman Urban Co-Op Bank Ltd Bank. The User authorises Wardhaman Urban Co-Op Bank Ltd Bank to recover all charges related to Internet Banking as determined by Wardhaman Urban Co-Op Bank Ltd Bank from time to time by debiting one of the Accounts.

9.3 Wardhaman Urban Co-Op Bank Ltd 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.

10. Authority to Wardhaman Urban Co-Op Bank Ltd Bank for Internet Banking:

10.1 The User irrevocably and unconditionally authorises Wardhaman Urban Co-Op Bank Ltd Bank to access all his Account(s) for effecting banking or other transactions performed by the User through the Internet Banking. The instructions of the User shall be effected only when such instruction is in accordance with the prescribed procedure.

10.2 Wardhaman Urban Co-Op Bank Ltd Bank shall have no obligation to verify the authenticity of any transaction / instruction received or purported to have been received from the User through Internet Banking or purporting to have been sent by the User other than by means of verification of the Internet Banking user-ID and the password.

10.3 The read-out, the faxed /email output or the printed output, if any, that is received by the User at the time of operation of Internet Banking is a record of the operation of the computer by the User and shall be accepted as conclusive and binding for all purpose. All the records of Wardhaman Urban Co-Op Bank Ltd Bank generated by the transactions arising out of the use of the Internet Banking, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction. While Wardhaman Urban Co-Op Bank Ltd Bank and the Affiliates shall endeavour to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of

operational systems or any requirement of law. All the transactions arising through the use of the Internet Banking to operate a joint account shall be binding on all the joint account holders, jointly and severally.

11. Instructions

11.1 All instructions for Internet Banking shall be given, through computer or any other medium/channel enabled by Wardhaman Urban Co-Op Bank Ltd Bank for the purpose, by the User in the manner indicated by Wardhaman Urban Co-Op Bank Ltd Bank. The User is also responsible for the accuracy and authenticity of the instructions provided to Wardhaman Urban Co-Op Bank Ltd Bank and/or Affiliates and the same shall be considered to be sufficient to operate the Internet Banking. Wardhaman Urban Co-Op Bank Ltd Bank shall not be required to independently verify the instructions, and the instruction shall remain effective till such time the same is countermanded by further instructions by the User. Wardhaman Urban Co-Op Bank Ltd Bank shall have no liability if it does not or is unable to stop or prevent the implementation of an instruction which is subsequently countermanded. Where Wardhaman Urban Co-Op Bank Ltd Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the User before acting on any instruction of the User or act upon any such instruction as it deems fit. Wardhaman Urban Co-Op Bank Ltd Bank states that it has no liability or obligation to keep a record of the instructions to provide information to the User or for verifying User's instructions. Wardhaman Urban Co-Op Bank Ltd Bank may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the Internet Banking if it has reason to believe that the User's instructions will lead or expose to direct or indirect loss or may require an indemnity from the User before continuing to operate the Internet Banking.

11.2 Any instruction, order, direction, request entered using the password of the user shall be deemed to be an instruction, order, directive, request received from the User. All instructions, requests, directives, orders, directions, entered by the User, either electronically or otherwise, are based upon the User's decisions and are the sole responsibility of the User. The User understands that entering an instruction, direction, order, request with Wardhaman Urban Co-Op Bank Ltd Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order, request. Wardhaman Urban Co-Op Bank Ltd Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the User until it confirms the receipt of such instruction, direction, order, request.

12. Accuracy of Information

12.1 The User is responsible for the correctness of information supplied to Wardhaman Urban Co-Op Bank Ltd Bank for use of the Internet Banking / while using any facility of Internet Banking or through any other means such as electronic mail or written communication. Wardhaman Urban Co-Op Bank Ltd Bank accepts no liability for the consequences arising out of erroneous information supplied by the User. If the User notices an error in the information supplied to Wardhaman Urban Co-Op Bank Ltd Bank either in the application form or any other communication, he shall immediately advise Wardhaman Urban Co-Op Bank Ltd Bank which will endeavour to correct the error wherever possible on a "reasonable efforts" basis.

13. Liability of the User and Wardhaman Urban Co-Op Bank Ltd Bank

13.1 Neither Wardhaman Urban Co-Op Bank Ltd Bank nor the Affiliates shall be liable for any unauthorised transactions occurring through the Internet Banking and the User hereby fully indemnifies and holds Wardhaman Urban Co-Op Bank Ltd Bank and the Affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. Wardhaman Urban Co-Op Bank Ltd Bank shall under no circumstance be held liable to the User if the Internet Banking is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Wardhaman Urban Co-Op Bank Ltd Bank. Under no circumstances shall Wardhaman Urban Co-Op Bank Ltd Bank 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, interruption of business or any loss of any character or nature whatsoever and whether sustained by the User or by any other person. Illegal or improper use of the Internet Banking shall render the User liable for payment of financial charges as decided by Wardhaman Urban Co-Op Bank Ltd Bank or will result in suspension of the operations through the Internet Banking.

14. Disclaimer of Warranties

14.1 The User expressly agrees that use of the Website is at its sole risk. The Website is provided on an "as is" and "as available" basis.

14.2 Except as warranted in the Terms, Wardhaman Urban Co-Op Bank Ltd Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Internet Banking.

14.3 Wardhaman Urban Co-Op Bank Ltd Bank does not warrant that access to the Website and Internet Banking shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website or use, accuracy or reliability of Internet Banking.

14.4 Wardhaman Urban Co-Op Bank Ltd Bank will not be liable for any virus that may enter the User's system as a result of the User using Internet Banking. Wardhaman Urban Co-Op Bank Ltd Bank does not guarantee to the User or any other third party that Internet Banking would be virus free.

15. Indemnity

15.1 In consideration of Wardhaman Urban Co-Op Bank Ltd Bank providing the User the Internet Banking, the User shall, at his own expense, indemnify and hold Wardhaman Urban Co-Op Bank Ltd Bank, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, indemnified against all losses and expenses on full indemnity basis which Wardhaman Urban Co-Op Bank Ltd Bank may incur, sustain, suffer or is likely to suffer in connection with Wardhaman Urban Co-Op Bank Ltd Bank or Affiliates' execution of the User's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through Internet Banking for any action taken or omitted to be taken by Wardhaman Urban Co-Op Bank Ltd Bank and /or the Affiliates, its officers, employees or agents, on the instructions of the User. The User will pay Wardhaman Urban Co-Op Bank Ltd Bank and /or the Affiliates such amount as may be determined by Wardhaman Urban Co-Op Bank Ltd Bank and/or the Affiliates to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

15.2 Further, the User agrees, at its own expense, to indemnify, defend and hold harmless Wardhaman Urban Co-Op Bank Ltd Bank, its directors and employees, representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against Wardhaman Urban Co-Op Bank Ltd Bank, its directors and employees, representatives, agents, and Affiliates by a third party, to the extent that such claim, suit, action of other proceeding brought against Wardhaman Urban Co-Op Bank Ltd Bank, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with the user of Internet Banking with reference to:

a violation of the Terms contained herein by the User; any deletions, additions, insertions or alterations to, or any unauthorized use of, Internet Banking by the User; any misrepresentation or breach of representation or warranty made by the User contained herein; or any breach of any covenant or obligation to be performed by the User hereunder.

15.3 The User agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

15.4 The User hereby agrees that under no circumstances, Wardhaman Urban Co-Op Bank Ltd Bank's aggregate liability for claims relating to Internet Banking, whether for breach of in tort (including but not limited to negligence) shall be limited to the transaction charges/fees or consideration paid by the User within the previous twelve (12) months for Internet Banking, excluding any amount paid towards transactions.

16. Disclosure of Information

16.1 The User agrees that Wardhaman Urban Co-Op Bank Ltd Bank and/or Affiliates or their contractors may hold and process his personal Information and all other information concerning his Account(s) on computer or otherwise in connection with the Internet Banking as well as for analysis, credit scoring and marketing. The User also agrees that Wardhaman Urban Co-Op Bank Ltd Bank may disclose, in strict confidence, to other institutions or persons, such personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognised credit scoring agencies, for fraud prevention purposes to regulatory bodies, government agencies, law enforcement bodies and courts, for legal proceedings to Users executors, administrator or legal representatives.

16.2 In certain circumstances Wardhaman Urban Co-Op Bank Ltd Bank may not be able to disclose to the User what personal information is held about the User including where it will threaten the privacy of other individuals; the information relates to anticipated legal obligations; the information relates to anticipated legal proceedings; the information would reveal Wardhaman Urban Co-Op Bank Ltd Bank's commercially sensitive decision making process the law prevents Wardhaman Urban Co-Op Bank Ltd Bank from disclosing the information

17. Change of Terms

17.1 Wardhaman Urban Co-Op Bank Ltd Bank shall have the absolute discretion to amend or supplement any of the Terms at any time and will endeavour to give prior notice of fifteen days for such changes wherever feasible. Such change to the Terms shall be communicated to the User. By using any new services as may be introduced by Wardhaman Urban Co-Op Bank Ltd Bank, the User shall be deemed to have accepted the changed Terms.

18. Non-Transferability

18.1 The grant of Internet Banking to a User is not transferable under any circumstance and shall be used only by the User.

19. Termination of Internet Banking

19.1 The User may request for termination of the Internet Banking any time by giving a written notice of at least 7 days to Wardhaman Urban Co-Op Bank Ltd Bank. The termination shall take effect on the completion of the seventh day. The User will remain responsible for any transactions made through the Internet Banking until the time of such termination.

20. Notices

20.1 Notices under these Terms may be given by Wardhaman Urban Co-Op Bank Ltd Bank and the User in writing by delivering them by hand or by sending them by post to the last address given by the User and in the case of Wardhaman Urban Co-Op Bank Ltd Bank to its corporate office address as set out hereinabove. In addition, Wardhaman Urban Co-Op Bank Ltd Bank may also publish notices of general nature, which are applicable to all Users in a newspaper or on its web site located at "<http://www.Wardhamanbank.com/>". Such notices will have the same effect as a notice served individually to each User.

21. Governing Law

25.1 These Terms and/or the operations in the Accounts of the User shall be governed by the laws of India. The Parties hereby agree that any legal action or proceedings arising out of the Terms for Internet Banking shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. Wardhaman Urban Co-Op Bank Ltd Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms for Internet Banking in any other court, tribunal or other appropriate forum, and the User hereby consents to that jurisdiction. Any provision of the Terms for Internet Banking which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

22. Applicability To Future Accounts

26.1 Wardhaman Urban Co-Op Bank Ltd Bank and the User agree that if the User opens further Accounts with/subscribes to any of the products/services of Wardhaman Urban Co-Op Bank Ltd Bank or any of the Affiliates, and Wardhaman Urban Co-Op Bank Ltd Bank extends the Internet Banking to such Accounts or products or services and the User opts for use thereof, then the Terms shall automatically apply to such further use of the Internet Banking by the User.

23. General

23.1 The clause headings herein are only for convenience and do not affect the meaning of the relative clause. Wardhaman Urban Co-Op Bank Ltd Bank may sub-contract and employ agents to carry out any of its obligations under this contract. Internet Banking service would be available to the Users in certain cities only and during timings specified by Wardhaman Urban Co-Op Bank Ltd Bank from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction. The User would have to ensure that the equipment used for availing of Internet Banking meets the criteria as may be specified by Wardhaman Urban Co-Op Bank Ltd Bank from time to time. All costs incurred by the User including telecommunication costs to use the Internet Banking would be borne by the User. As a tool to correct misunderstandings, the User understands, agrees and authorises Wardhaman Urban Co-Op Bank Ltd Bank, at its discretion, and without further prior notice to the User, to monitor and record any or all telephone conversations or electronic communications between the user and Wardhaman Urban Co-Op Bank Ltd Bank and any of its employees or agents. These terms and conditions contain Wardhaman Urban Co-Op Bank Ltd Bank's entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the user and Wardhaman Urban Co-Op Bank Ltd Bank for Internet Banking. The User acknowledges that it has not relied on any representation made by Wardhaman

Urban Co-Op Bank Ltd Bank or any of its employees or agents and has made its own independent assessment of Internet Banking. No third party will have any rights or claims under these terms and conditions.

24. Proprietary Rights

24.1 Wardhaman Urban Co-Op Bank Ltd Bank shall make reasonable efforts to advise from time to time the Internet software such as browsers, which are required for availing of Internet Banking. There will be no obligation on Wardhaman Urban Co-Op Bank Ltd Bank to support all or any versions of the Internet software as may be required for offering Internet Banking. The User acknowledges that the software underlying the Internet Banking as well as other Internet related software which are required for accessing Internet Banking are the legal property of the respective vendors. The permission given by Wardhaman Urban Co-Op Bank Ltd Bank to access Internet Banking will not convey any proprietary or ownership rights in such software. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking or create any derivative product based on the software.

25. Communications through Electronic means

25.1 Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website. Wardhaman Urban Co-Op Bank Ltd Bank would be deemed to have fulfilled its legal obligation to deliver to the user any document if such document is sent via electronic means. Failure to advise Wardhaman Urban Co-Op Bank Ltd Bank of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.

26. Copyrights, Trademarks And Copying Materials

26.1 Please note that Wardhaman Urban Co-Op Bank Ltd Bank, <http://www.Wardhamanbank.com> / and the logo are exclusive property of the Wardhaman Urban Co-Op Bank Ltd Bank.

26.2 The Wardhaman Urban Co-Op Bank Ltd Bank has the license for or own all copyrights for its internet web site(s) through which the User accesses the Internet Banking and all trademarks and other materials used on it.