

TERMS AND CONDITIONS GOVERNING CURRENT ACCOUNTS

These terms and conditions (hereinafter "T&C") form the contract between the Customer (as defined hereunder) and the Bank (as defined hereunder). By submitting the AOF (as defined hereunder) for opening the Current Account (as defined hereunder), the Customer acknowledges that he/she/it has/have read, understood and accepted the T&C. The Bank reserves the right to change, modify or amend the T&C periodically or from time to time and the Customer shall be responsible for regularly reviewing such changes, modifications or amendments as may be hosted/published on the Website (as defined hereunder) or in any branch of the Bank.

1. Definitions:

Unless the context otherwise requires, the following expressions used herein shall have the respective meanings:

"Account Opening Form" or "AOF" means, as the context may permit or require, the application letter submitted either physically or electronically (including data inputted through any electronic device of the Bank), together with all other information, particulars, clarifications, letters, undertakings and declarations, if any, furnished from time to time, in such form and manner prescribed by the Bank, by any person or entity having legal existence as per the Applicable Law, for opening Current Account in the books of the Bank.

"Affiliate" means any company which is the holding company of the Bank, or a person under the control of or under common control with the Bank, or any person in whom the Bank has a direct or beneficial interest or control of more than 26% of the voting securities. For the purpose of this clause, "control" together with grammatical variations when used with respect to any person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "person" means a Company, Corporation, a Partnership, Trust or any other entity or organization or other body whatsoever.

"Applicable Law" means any statute, law, regulation, ordinance, rule, judgement, order, decree, ruling, byelaw, approval of any Competent Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Competent Authority having jurisdiction over the matter in question, whether in effect as of the date of opening the Current Account or at any time thereafter. **"Bank"** or **"USFB"** or **"Ujjivan SFB"** shall mean Ujjivan Small Finance Bank Limited, a company incorporated under the Companies Act, 2013 (CIN: L65110DL2016PLC302481) having its Registered Office at Plot No: 2364/8, Khampur Raya Village, Shadi Kampur, Main Patel Road, New Delhi, India – 110 008 and Corporate Office at Grape Garden, No: 27, 3rd A Cross, 18th Main, Koramangala 6th Block, Bengaluru – 560 095. **"Business Day"** means a day (other than Public Holiday) on which the Bank and banks are open for business in the location at which the branch of the Bank, where the Current Account is maintained, is situated.

"CRS" means Common Reporting Standard, a non-US equivalent of FATCA, an information standard meant for Automatic Exchange of Information ("AEOI") regarding bank accounts on a global level, between tax authorities. **"Competent Authority"** means the Government of India ("Gol"), RBI or the government of any state of India or any ministry, department, local authority, statutory or regulatory authority, instrumentality, agency, corporation (to the extent acting in a legislative, judicial or administrative capacity or commission under the direct or indirect control of the Gol or RBI or the government of any state of India or any political subdivision of any of them or owned or controlled by the Gol or the RBI or the government of any state of India or any of their subdivisions, or any court, tribunal or judicial body within India or any legislative, judicial or executive authority, department, Ministry or Public or Statutory Person whether autonomous or not, of the Gol or the RBI. **"Current Account"** means a form of demand deposit wherefrom withdrawals are allowed any number of times depending upon the balance in the account or up to a particular agreed amount and shall also be deemed to include other deposit accounts which are neither Savings Deposit nor Term Deposit. In terms of the guidelines issued by RBI, no interest shall be payable on the balance maintained in the Current Account. **"Customer"** means any individual or non-individual, who is/are permitted by RBI to open/maintain Current Account with scheduled commercial banks and who (a) submits AOF to the Bank for opening or maintaining a Current Account with the Bank, or (b) on whose behalf the Current Account is proposed to be opened or opened or maintained (i.e. the beneficial owner).

"Customer Information" means each and single information related to the Customer and mentioned in the AOF.

"Demand Deposit" means a deposit received by the Bank, which is withdrawable on demand.

"FATCA" means the Foreign Account Tax Compliance Act, 2010 of United States of America.

"Income Tax Act" means the Income Tax Act, 1961 or any statutory modification or re-enactment thereto.

"Individual" means a natural person.

“**NPCI**” or “**National Payments Corporation of India**” means an umbrella organisation for operating retail payments and settlement systems in India, set up under the provisions of the Payment and Settlement Systems Act, 2007.

“**Public Holiday**” means Second Saturday, Fourth Saturday, Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881), and days on which banks are not open for business either in the respective Clearing House or in the place of business of the Bank where the Current Account is maintained. “**RBI**” means the Reserve Bank of India.

“**RBI Guidelines**” means any guideline, circular, notification, regulation, requirement or other restriction or any decision or determination relating to taxation, monetary union, capital adequacy norms and other prudential norms on income recognition, asset classification and provisioning pertaining to advances by banks and financial institutions, liquidity, reserve requirements, or reserve asset, special deposit cash ratio, or capital asset requirements or any other form of banking or monetary control issued or made by, or any interpretation, policy or administration of any of the foregoing, by any Competent Authority having jurisdiction over the matter in question, including any of these that has been or may be issued by the Reserve Bank of India in any manner connected with small finance banks in the private sector, whether in effect as of the date of opening the Current Account or thereafter.

“**Rs.**” or “**INR**” or “**Rupees**” or “**Indian Rupees**” shall mean lawful currency of India.

“**Savings Deposit**” means a form of demand deposit which is a deposit account whether designated as “Savings Account”, “Savings Bank Account”, “Savings Deposit Account” or other account by whatever name called which is subject to the restrictions as to the number of withdrawals as also the amounts of withdrawals permitted by the bank during any specified period.

“**Services**” means the services provided by the Bank to the Customer, from time to time, in relation to the Current Account.

“**Tax**” includes any and all direct and indirect (including goods and services tax), present and future taxes, including without limitation any tax, levy, impost, duty, demand, cess, fees, revenues, surcharge, claims, public demands or other charge or withholding of a similar nature (including any related penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

“**Term Deposit**” means a deposit received by the Bank for a fixed period and which is withdrawable only after the expiry of the said fixed period and shall also include deposits such as Recurring/Cumulative deposits. “**USFB Customer Care Centre**” refers to the phone banking service provided by the Bank, which shall be available to all Customers. All Customers availing of the services of USFB Customer Care Centre shall be bound by the terms and conditions stipulated by the Bank in this regard. The USFB Customer Care Centre can be reached 24 X 7 all throughout 365 days a year at 1800 208 2121 or customercare@ujjivan.com. “**Value Date**” is the date from which the Current Account is actually effective, irrespective of the date of creation of the Current Account.

“**Website**” or “**Official Website of the Bank**” means the website of the Bank, presently being www.ujjivansfb.in.

2. Interpretation:

- a) All references to singular include plural and vice versa, and the word "includes" should be construed as "without limitation".
- b) Words importing one gender include the other gender.
- c) Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- d) All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these T&C.

3. Opening of Current Account:

- a) A Current Account may be opened: (i) in case of individuals, in single name or in joint names of more than one individual; (ii) Sole Proprietorship Firms, Hindu Undivided Family, Partnership Firms, Limited Liability Partnerships, Companies, Trusts, Executors/Administrators, Government/SemiGovernment/Local Bodies, Associations, Societies, Liquidators, Receivers and such other permitted entities. However, the prospective Customer should be capable to enter into contract.
- b) The Bank reserves the right to stipulate the formalities and procedures in regard to opening of Current Account. The Bank also reserves the right to review, change, modify or amend such formalities and procedures periodically or from time to time. Such formalities shall include, inter alia, completion of all formalities prescribed in the ‘*Master Direction - Know Your Customer (KYC) Direction*’ issued by RBI, due submission of AOF along with true copies of the Permanent Account Number (PAN) Card (or Form 60, if PAN not issued with), Officially Valid Document (“OVD”) and such other Know Your Customer (“KYC”) documents. The Bank shall have the right to undertake Periodic KYC Updation process in

regard to Current Account from time to time, and the Customer shall have to comply with the measures taken by the Bank in this regard.

- c) Any prospective Customer who is not holding PAN, but has applied for PAN, may submit Form 49A (viz., application for allotment of PAN under Section 139A of the Income Tax Act). However, he/she/it should submit to the Bank true copy of the PAN Card within the timeframe prescribed by Competent Authority from time to time.
- d) Choosing the branch of the Bank for banking relationship is left to the discretion of the Customer. Current Account may be opened by a Customer through various channels permitted by the Bank from time to time. However, if the Bank so insists, the Customer may have to visit the concerned branch to complete the process for opening Current Account or for taking any measure which is required to facilitate proper operations in the Current Account.
- e) Unless permitted by the Bank, initial funding is required to open the Current Account. The Bank reserves the right to stipulate, from time to time, the minimum initial funding limit and the mode of funding required for opening the Current Account. In general, initial funding of the Current Account shall be made by the Customer by tendering the fund in cash. If the initial funding is done in any form other than cash (i. e., through cheque, demand draft, NEFT, RTGS or account transfer or similar modes), the same can be done only with the permission of the Bank, and, where such initial funding is permitted in any form other than cash, the Bank reserves the right to deny opening of Current Account in its books till such time the proceeds of the instrument/instruction is actually received by the Bank.
- f) The Customer shall have to inform the Bank at the time of opening of Current Account his/her/its eligibility for special tax benefits, etc.
- g) The Customer shall have to inform the Bank at the time of opening of Current Account the details of credit facilities (fund based as well as non-fund based), if any, enjoyed by him/her/it from various lenders, and the correspondence addresses of such lenders. Opening of Current Account in the name of a Customer having subsisting credit facilities/financial assistance with any bank or lending institution shall be permitted by the Bank only in conformity with the guidelines issued by RBI. If felt warranted by the Bank, the Bank shall have the right to insist the Customer to route all transactions through the Current Account opened with the Bank. This shall be without prejudice to the right of the Bank to disallow, at its discretion, any credit or debit in relation to the Current Account. Also, the Bank shall have the right to reject credits received in the Current Account from any impermissible sourcing account and the debits proposed to the Current Account to the credit of any impermissible beneficiary account. Further, the Bank shall have the right to insist the Customer to submit such other documents, information or undertaking, as deemed fit by the Bank, as a pre-condition for opening Current Account.
- h) The Customer should instruct in clear terms the mode of operations in his/her/its Current Account.

4. Nomination:

- a) The Customers (single holder or the joint holders) whose constitution is individual may, during subsistence of his/her/its Current Account, by submitting to the Bank requisite nomination form prescribed in this regard ("Nomination Form"), nominate any person (who should be an individual) who shall be entitled to receive the funds available to the credit of the Current Account in the event of death of the Customer. Nomination facility is available for Current Account of Proprietorship Firms as well.
- b) Only one nominee is permissible for one Current Account. However, the Customer may appoint different nominees for his/her/its different accounts with the Bank.
- c) The Bank shall encourage all its Customers whose constitution is individual, to avail nomination facility in relation to his/her/its Current Account.
- d) The Customer should ensure that the Bank issues to the Customer due acknowledgement for having registered nomination in regard to the Current Account as per the nomination rules framed by RBI.
- e) The Customers are free to change the nominee any number of times during subsistence of the Current Account, by submitting to the Bank written request in the prescribed form.
- f) In case a valid nomination is registered in regard to the Current Account, the Bank will be discharged of its liability in regard to the funds available to the credit of such Current Account by making payment to the nominee upon the terms and conditions as may be specified by the Bank at the relevant time, unless specifically prohibited by an order of the Court.
- g) In the absence of a valid nomination registered in respect of Current Account, the Bank may retain any and all funds available to the credit of such Current Account until it could establish to its satisfaction the identity and credentials of the successor(s) or the heirs(s) of the Customer, which may include insisting on a Legal Heirship Certificate/Family Tree/Succession Certificate/Probate of a Will/Letters of Administration or any other evidence as may be required by the law for the time being in force. [Please refer to the "Policy on Settlement of Claims in respect of Deceased Account Holders" of the Bank

available at <https://www.ujjivansfb.in/regulatory-policies.html> for detailed guidelines on settlement of death claim.]

5. Operations in the Current Account:

- a) The Customer shall be the sole person responsible and liable to ensure compliance, at all times, with all the Applicable Laws in connection with the Current Account. Conduct of the Current Account and the transactions therein should, at all times, conform to the guidelines issued by the Competent Authority.
- b) The Customer is free to choose the mode of operation in the Current Account, while opening the Current Account or subsequently. Mode of operation once chosen may be changed any number of times by submitting suitable written instructions to the Bank. Operations in the Current Account shall be permitted only in conformity with the operational instructions given either through the AOF or the change of operational instructions in writing served upon the concerned branch of the Bank. For undertaking exceptional transactions in the Current Account, all the joint account holders should submit requisite requisition. Opening of account, closure of account and availing loan/overdraft against deposits are examples of exceptional transactions.
- c) The Current Account may be operated through power of attorney holder or mandate holder of the Customer, if permitted by the Bank expressly.
- d) The Customer may transfer the Current Account from one branch of the Bank to another branch of the Bank by giving instruction in writing served upon the branch at which the Current Account is then maintained. Such instruction may be given through mail sent from the registered e-mail Id of the Customer or in writing under the wet signature of the Customer. The Bank shall endeavour to execute such instruction within 2 (Two) Business Days of its receipt.
- e) In general, transactions in the Current Account are entertained only during banking hours at the branch where the Current Account is maintained, including in regard to transactions under Any Where Banking ("AWB"). However, transactions through alternate channels may be availed by the Customer subject to the guidelines issued by RBI, NPCI or the Bank from time to time. RBI, NPCI or the Bank shall not be liable for any delay on account of failure of connectivity in any alternate channels. AWB will not be available on the day(s) when the branch where the Customer has his/her/its relationship, is not open for business.
- f) The Customer shall have to and be responsible for maintaining during any month minimum balance prescribed by the Bank from time to time, in the Current Account. Failure to maintain the prescribed minimum balance will attract service charges at the applicable rate, and such charges will be recovered by the Bank from the Current Account or any other account maintained by the Customer with any branch of the Bank.
- g) In regard to operations in the Current Account the Bank shall be bound by the directives or instructions issued by Competent Authority (ies), and the Customer shall not at any time dispute or cause to be disputed any action taken by the Bank in pursuance of the directives/instructions issued by Competent Authority, irrespective of whether or not the Customer has knowledge or notice about such directive or instruction.
- h) The Customer should pay to the Bank forthwith upon demand by the Bank, without demur, the proceeds of any wrong credit or excess credit or debit balance or overdrawal, received/created in whatsoever manner. In regard to all such instances, if the Customer fails to serve upon the concerned branch/office of the Bank (which made the demand) within 2 (Two) days of receipt of the demand any justifiable grounds acceptable to the Bank, the Bank shall be entitled to take in regard to such instances appropriate measures as deemed fit in the interests of the Bank.
- i) The Bank shall have absolute rights to close the Current Account or place such operational restrictions thereon, as deemed fit by the Bank. Further, if any lender of the Customer or RBI any authority objects opening the Current Account, or objects continuance of the Current Account at any time after the same is opened, or requires the Bank to part with the funds available in the Current Account or any portion thereof, the Bank shall take such steps as deemed appropriate by it (which may include closure of the Current Account, or placing operational restrictions in the Current Account, or transferring funds available to the credit of the Current Account as per the objection received). However, no such measure shall take away the right of set-off available to the Bank.
- j) Standing Instructions may be permitted by the Bank. However, the Customer shall have to pay the applicable fee stipulated by the Bank from time to time in this regard.
- k) The Bank may, at its sole discretion, restrict the number of deposits and withdrawals in the Current Account.

- l) The Customer shall have to maintain minimum Monthly Average Balance (“MAB”) in the Current Account, as per the stipulations made by the Bank from time to time.
 - m) Providing services such as Immediate Payment Service (“IMPS”), National Electronic Funds Transfer (“NEFT”), Real Time Gross Settlement (“RTGS”), Cash Management Services (“CMS”) and Point-of-Sale (“POS”) shall be subject to terms and conditions stipulated by the Bank from time to time (which shall include payment of such charges/fees stipulated by the Bank).
 - n) For knowing more about mode of operations in Current Account, the Customers are advised to go through the Comprehensive Deposit Policy of the Bank, which is available on the Website and at the branches of the Bank.
- 6. Electronic Transactions:** The Customer shall be deemed to have agreed and accepted that all transactions/services effected by or through facilities for conducting remote transactions including the Website, USFB Customer Care Centre, World Wide Web, electronic data interchange, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Bank, for and in respect of the Current Account, or the Bank's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions of the Bank, as may be prescribed from time to time. The Customer should mandatorily register for SMS alerts and, wherever available, for e-mail alerts, for electronic transactions. The Customer must notify the Bank of any unauthorised electronic transaction at the earliest after occurrence of such transaction. The longer the time taken, the higher will be the risk of loss to the Customer as well as to the Bank. The Bank reserves the right to deny facility of electronic transactions to the Customer if he/she fails to provide mobile number to the Bank.
- 7. Overdrawing:** If the Current Account is overdrawn or result in a debit balance for any reason whatsoever (including but not limited to any technical reasons and/or reconciliation issues), the Customer shall have to adjust the same forthwith apart from paying interest and other charges on the amount overdrawn or debit balance in accordance with guidelines of the Bank. The Bank does not undertake any obligation to grant overdraft (temporary or otherwise) in relation to the Current Account.
- 8. Holiday Processing:** Any transactions on any Public Holiday may be shown in the Current Account, at the sole discretion of the Bank, as having taken place on the same or subsequent Business Day. All deductions/accretions on such amount shall be deducted/accrued as of such day. The Bank shall not be responsible for any loss of interest or liability incurred/suffered by the Customer including but not limited to return of cheques, loss of interest arising due to such transaction being not shown on the day the same actually occurred. The cheques/drafts/pay orders/instruments deposited on any day which is a Public Holiday or after the time of clearing for the day is normally effected by the Bank shall be sent for clearing on the next Business Day.
- 9. Debit Cards/Internet Banking/Mobile Banking:**
- a) If any particular product of the Current Account is eligible for debit card facility, issuance of the same will be considered against requisition by the Customer. The transaction limits (number of transactions as well as amount of transactions) through ATM, Point of Sale or e-Commerce platforms shall be subject to the restrictions stipulated by the Bank from time to time. Subject to the guidelines issued by NPCI from time to time, the holder of *RuPay* debit card will be eligible for personal accident coverage under *RuPay* Insurance Program of NPCI. The terms and conditions governing the debit card shall be provided to the Customer separately at the time of issuance of debit card.
 - b) The Customer is specifically advised that, providing any of the above facility shall not enable the Customer to automatically avail the same unless the Customer activates the facility at his/her discretion.
 - c) The Customers opting for internet banking or mobile banking facility shall be bound by the terms and conditions governing the said facility(ies).
- 10. Cheque Book:**
- a) If any particular product of the Current Account is eligible for cheque book facility, issuance of cheque book (containing such number of cheque leaves as decided by the Bank from time to time) will be considered against requisition by the Customer. Cheque book may be collected by the Customer from the concerned branch of the Bank. Cheque book may be sent to the Customer's communication address, if requested therefor. Subsequent cheque book may be requisitioned by the Customer through the requisition leaf available in the cheque book or through permitted alternate channels of the Bank. The Customer shall have to pay requisite charges for availing cheque book facility.
 - b) Issuance of cheque book is subject to healthy conduct of the Current Account. The Bank reserves the right to issue or reject the request for cheque book at its discretion. Also, the Bank reserves the right to

recover the cost of the cheque book requisitioned. Further, the Bank shall have the right to cancel/block any cheque leaf issued, if the Current Account is not conducted in conformity with the Applicable Laws.

- c) The Customer should ensure that issuance of cheque leaves in his/her/its account is done only after maintaining in the Current Account sufficient balance as is required to honour the cheque issued. If a cheque is dishonoured/returned for insufficient balance in the Current Account or for being in excess of arrangements, charge/fee/penalty may be levied by the Bank. If any cheque deposited by the Customer is returned unpaid, service charge may be recovered from the Customer. In case of large number of returns/dishonours in the Current Account, the Bank reserves the right to take corrective action for the specific account(s) as deemed fit (which may include disallowing debits or total freezing or closure, of the Current Account).
- d) Cheque leaves should be drawn in such a way as to prevent alteration after its issuance and the drawer's signature should match with full signature as per specimen available on the records of the Bank. Alterations, if any, on cheques should be authenticated by the drawer's signature against each such alteration. The Bank reserves the right to refuse payment of cheques that have been altered in any way unless the alteration is authenticated by the drawer under full signature as per specimen available on the records of the Bank.
- e) The Bank may dishonour and/or return any cheque unpaid, if the cheque is altered or ambiguous or suspicious or stale, in the opinion of the Bank.
- f) Requests for stop payment of cheque that is lost, stolen, or not required to be paid against, shall be honoured only if such stop payment instructions are served upon at the concerned branch of the Bank by the drawer, prior to presentment of such cheque at the Bank or, in the case of e-cheques, only if the stop payment requests are logged prior to payment of moneys against the same. Service charge at the applicable rate may be levied in connection with such instructions. The Bank shall not be responsible in any manner whatsoever for any loss or damage caused, or payments made, if the cheques are presented for payment to the Bank prior to receipt of stop payment instruction from the drawer of the cheque or, in the case of e-cheques, if the stop payment requests are logged after payment against such cheque has been initiated by the Bank.

11. Demand Drafts/Pay Orders:

- a) The Customers may place with the Bank (by visiting the branch of the Bank or through any other mode to be communicated to general public through its branches/outlets) request for issuance of demand drafts or pay orders, and such requests shall be considered by the Bank. The Customers should pay applicable charges/commission to the Bank in connection with issuance of demand drafts/pay orders. The demand drafts or pay orders requested for should be collected from the branch of the Bank by the Customers at his/her/its responsibility.
- b) Issuance of duplicate demand drafts or pay orders in lieu of lost/misplaced originals will be considered if the Customer (and the beneficiary in case the demand drafts or pay orders had left the hands of the Customer) submits requests therefor and complies with the formalities stipulated by the Bank in terms of its guidelines adopted in conformity with the directives of RBI.
- c) Requests for cancellation of demand drafts or pay orders once issued shall be considered subject to the guidelines adopted by the Bank from time to time in conformity with the directives of RBI.

12. Pass Book/Statement of Account:

- a) The Customers will be provided a passbook OR a monthly e-mail statement or a physical monthly statement in relation to his/her/its Current Account.
- b) In addition to this, the Customer may view/download the statement of account from the internet banking/mobile banking facility, if he/she/it has opted for internet banking/mobile banking facility. Ordinarily, through this view/download option, statement of account for a maximum period of 12 (Twelve) months can be generated.
- c) The Customer should examine the entries in the passbook and statement of account immediately upon receipt, and discrepancies, errors or omissions therein should be brought to the notice of the Bank forthwith and in any case within 14 (Fourteen) days from the date of the statement of account or date of updation of the passbook (as the case be). The Customers should take note that delay on his/her/its part in examining the passbook or statement of account or in reporting the discrepancies (if any), it may affect the Bank's ability to resolve the concerns, and the Customer shall be liable for the losses, if any, that may occur as a result thereof. Unless written intimation is served on the Bank within the said 14 (Fourteen) days from the date of the statement of account or date of updation of the passbook (as the case be), the entries in such passbook or statement of account shall be deemed to be accepted by the Customer as true and correct. The Bank reserves the right to rectify discrepancies, if any, in the passbook or statement of account at any point of time.

- d) Duplicate statement of account shall be issued at the request of the Customer, however against payment of fee prescribed by the Bank from time to time. Further, duplicate statement of account shall be available only for a maximum period of 12 (Twelve) months immediately preceding the date of request.

13. Safe Keep of Deliverables:

- a) The Bank may send, either directly from its office or through the office of its service provider, through any communication mode available in the market, to the communication address furnished by the Customer, statements of account, balance confirmation certificate, cheque books, debit cards, various PIN mailers and such other items relevant or pertaining to the Current Account.
- b) The Customer shall be solely responsible for the safe-keeping and the confidentiality of all deliverables (including the statements of account, balance confirmation certificate, cheque books, debit card, PIN of the debit card, user id and passwords relating to internet banking) and such other items relevant or pertaining to the Current Account. If any of the above items is compromised or happened to be lost, the Customer should intimate the same to the concerned branch of the Bank forthwith.

14. Transactions Restrictions:

- a) The Bank shall have the right to restrict free cash deposits and free cash withdrawals in the Current Account and permit further cash deposits/cash withdrawals only against payment of requisite charges.
- b) The Customer shall have to keep the Current Account alive for such minimum period stipulated by the Bank, and pay such charges as stipulated by the Bank if the Current Account is closed before such minimum period.

15. Collection Facility:

- a) The Bank accepts for collection on the Customer's behalf cheques, drafts, bills, dividend/interest warrants and other instruments issued in favour of the Customer. Collection of outstation instruments shall attract collection charges as per the guidelines of the Bank. The Bank does not accept any responsibility for loss, delay, mutilation or interception of the instruments in postal or courier transit. The Bank does not accept or share any responsibility for delay in realisation of such instruments or for the genuineness, validity or correctness of the signatures or endorsements thereon. The Bank will permit withdrawals against such instruments only on realisation. Any provisional credit, if allowed at the discretion of the Bank for an instrument under collection, shall be recovered with interest if the Instrument is returned unpaid. The Bank shall have the right to disallow any drawings against such provisional credit.
- b) Local cheques, etc., to be tendered for collection sufficiently early in the day as required vis-à-vis the local clearing house timings. Withdrawals against clearing cheques will be permitted only against cleared balances as per applicable Clearing House Rules.
- c) Non-CTS cheques deposited by the Customers will be sent for collection as per the process applicable to collection of non-CTS cheques/instruments in CTS clearing. The Bank reserves the right to withdraw this facility without any prior notice

16. Change of Communication Address etc.: The Customer shall notify the Bank in writing along with proof regarding change in details of his/her/its contact particulars (i.e. mobile number, e-mail ID etc.) as well as address for communication forthwith upon such change, and provide any other information that the Bank may require from time to time. The Customers shall also keep the Bank informed about any change in his/her residential status (i.e. resident to non-resident or vice versa) or the signatory(ies) authorised to operate on the Current Account. As long as the Bank does not receive any intimation from the Customer as regards these changes, the Bank shall be reckoning the data available with it for all purposes and the Bank disclaims all liability resulting from any loss or damage due to delivery of any deliverables to the incorrect address. Such intimation about change in particulars should be served upon the concerned branch of the Bank in writing, under the full signature of the authorised signatory of the Customer. If the notification is for change in authorised signatory of the Customer, the Bank shall be under no obligation to give effect to the same before expiry of 10 (Ten) days of the date meant for effecting such change, as system modifications/updatations may be required to be made to give effect to such change. Accordingly, the Customer should notify the Bank such instances well in advance. However, the Bank shall endeavour to give effect to such notifications at the earliest, if exigencies warrant immediate action according to the written request of the Customer.

17. Charges/Fees/Penalty:

- a) Charges, Fees and Penalty in relation to any service offered by the Bank and/or in connection with operations in the Current Account shall be at the rates and on the terms hosted on the Website from time to time. Tax at the applicable rate also shall have to be paid by the Customer in regard to such Charges, Fees, Penalty etc.

- b) The Customers shall have to pay to the Bank cash deposit charges and applicable Tax, if the cash deposits made in the Current Account in any given period exceeds the limits prescribed by the Bank from time to time. Charges shall be applicable on the excess cash deposited and shall be calculated at such rate decided by the Bank from time to time. The rate of cash deposit charges are given below. However, the cash deposit charges mentioned below are subject to changes, and the Customers are advised to visit the Website to understand the prevailing rates. In case of inconsistency in the rate mentioned herein and the rate hosed on the Website, the rate mentioned in the Website shall prevail to the extent of such inconsistency.
- i) Charges applicable for cash deposits exceeding the prescribed limit shall be calculated @ INR 4/- (Indian Rupees Three Only) per INR 1,000/- (Indian Rupees One Thousand Only) plus Tax at the applicable rate.
 - ii) Free cash deposit limits applicable for each variant of the Current Account are as follows:
 - **Regular Current Account:** INR 1,50,000/- (Indian Rupees One Lakh and Fifty Thousand Only) per calendar month.
 - **Premium Current Account:** 10 (Ten) times the Monthly Average Balance of previous calendar month or INR 3,00,000/- (Indian Rupees Three Lakhs Only), whichever is higher [For the initial 2 (Two) calendar months (including the calendar month in which the Current Account is opened) of opening of the Current Account, no cash deposit charges is payable.]
 - **Business Edge Current Account (Flexi Next):** The cash deposit limit is calculated based on following Monthly Average Balance slabs [for the initial 2 (Two) calendar months (including the calendar month in which the Business Edge (Flexi Next) Current Account is opened) of opening of the Business Edge (Flexi Next) Current Account, no cash deposit charges is payable.]:
 - a) < INR 1,00,000/- (Indian Rupees One Lakh Only): 12 (Twelve) times of Monthly Average Balance of the previous calendar month or INR 5,00,000/- (Indian Rupees Five Lakhs Only), whichever is higher.
 - b) INR 1,00,000/- (Indian Rupees One Lakh Only) upto < INR 5,00,000/- (Indian Rupees Five Lakhs Only): 15 (Fifteen) times of Monthly Average Balance of the previous calendar month.
 - c) >= INR 5,00,000/- (Indian Rupees Five lakhs Only): 20 (Twenty) times of Monthly Average Balance of the previous calendar month.
 - **Business Edge Current Account (Flexi Now):** The cash deposit limit is calculated based on following Monthly Average Balance slabs [for the initial 2 (Two) calendar months (including the calendar month in which the Business Edge (Flexi Now) Current Account is opened) of opening of the Business Edge (Flexi Now) Current Account, no cash deposit charges is payable.]:
 - a) < INR 1,00,000/- (Indian Rupees One Lakh Only): 12 (Twelve) times of Monthly Average Balance of the current calendar month or INR 5,00,000/- (Indian Rupees Five Lakhs Only), whichever is higher.
 - b) INR 1,00,000/- (Indian Rupees One Lakh Only) upto < INR 5,00,000/- (Indian Rupees Five Lakhs Only): 15 (Fifteen) times of Monthly Average Balance of the current calendar month.
 - c) >= INR 5,00,000/- (Indian Rupees Five lakhs Only): 20 (Twenty) times of Monthly Average Balance of the current calendar month.
 - c) The Bank may at its discretion grant a grace period not exceeding 5 (Five) days from the date of occurrence of the instance for payment of the amount of charges/fees/penalty. All such charges/fees/penalty, if not paid by the Customer, shall be recovered by the Bank from the Current Account or any other account of the Customer. To the extent of the amount involved in the charges/fees/penalty, the Bank shall have a lien on the Current Account and other accounts of the Customer.
 - d) All charges/fees/penalty shall be subject to Tax at the applicable rate.
 - e) Charges/fees/penalty, along with applicable Tax, will be recovered by the Bank at such intervals as may be deemed fit by it, by debit to the Current Account or any other account maintained by the Customer with any branch of the Bank.

18. Dormant Account:

- a) The Bank may classify the Current Account as inactive, if there are no customer induced transactions for a period of 12 (Twelve) months in the Current Account. The Bank may classify the Current Account as dormant, if there are no customer induced transactions for a period of 24 (Twenty Four) months in

the Current Account, i. e., no customer induced transactions for 12 (Twelve) months after the Current Account is classified as inactive. For the purpose of this clause, "customer induced transactions" shall mean and include any credit or debit transactions done by the Customer in Current Account through the following modes: (i) transactions through cheque; (ii) cash or cheque deposit; (iii) withdrawal or deposit through ATM; (iv) transaction through internet; (v) transaction by standing instruction, ECS and EFT; (vi) credit of interest from fixed deposit to Current Account; and (vii) execution of standing instructions (debits or credits) in Current Account.

- b) The Bank may, in its sole discretion, deny services and/or transactions if the Current Account is classified as dormant.

19. Closure of the Account:

- a) The Bank reserves the right to close or freeze the Current Account or to terminate the banking relationship with the Customer, by serving due notice to the Customer, without assigning any reasons therefor and without any liability.
- b) Upon closure of the Current Account, the Customer shall either return forthwith all unused cheques, instruments, debit card etc. to the Bank or confirm to the Bank that they have been duly destroyed. The Customer shall be solely responsible and liable for any consequences arising out of use or retention of the same.
- c) Notwithstanding and without prejudice to the above, the Bank may without any liability close/freeze Current Account either by giving due notice to the Customer or no notice at all to the Customer (if the Bank considers in good faith such abridgment of notice to be necessary or reasonable), if: i) The Customer fails to adhere to any provision of the T&C;
- ii) Any of the document submitted to the Bank by the Customer for opening or operating on the Current Account is found to be fake, forged or defective; iii) The Current Account is used for facilitating any undesirable transaction;
- iv) The Bank becomes aware of initiation of any bankruptcy or insolvency proceedings against the Customer;
- v) A receiver or a manager is appointed over any assets of the Customer; vi) The Bank becomes aware of the death, insanity or incapacity of the Customer; vii) Frequent instances of dishonour of cheques/instruments or other financial indiscipline; viii) Balance in the Current Account falls below the prescribed minimum balance/monthly average balance;
- ix) Transactions in the Current Account breaches the permissible limit(s)/permissible mode(s);
- x) Any lender of the Customer or RBI or any authority objects continuance of the Current Account at any time after the same is opened, or requires the Bank to part with the funds available in the Current Account or any portion thereof; xi) Failure to pay applicable charges/fees/penalty;
- xii) The Bank receives a direction, recommendation or request from any lawful authority to close the Current Account; xiii) There is any change in the Bank's internal policies which warrants suspension of the Current Account; xiv) There is no transaction on the Current Account for such period as the Bank may stipulate; xv) Contradictory instructions in respect of the Current Account are received by the Bank; xvi) (for joint Account) instructions to suspend the Current Account are received from one signatory; xvii) (for joint Account) the Bank becomes aware of a dispute between signatories.

- 20.** Deposits with the Bank are insured with Deposit Insurance and Credit Guarantee Corporation ("DICGC") and in case of liquidation of the Bank, DICGC is liable to pay to the eligible Customers, through the liquidator, the amount of his/her/its deposit up to INR 5,00,000/- (Indian Rupees Five Lakh Only) within 2 (Two) months from the date of claim list from the liquidator, if the information/documents as required by the DICGC are found in order.

- 21. Death or Incompetence:** The Customer shall notify the Bank promptly if any of the joint account holders or authorized signatory of the Current Account dies or is declared incompetent by a court. Until the Bank is satisfied with the credentials of the successor(s) of the deceased, it may place a freeze on the Current Account and stop all operations when any of the joint account holders or authorized signatories dies or is declared incompetent.

- 22. Non-Transferable and Non-Negotiable:** The Current Account and the services are non-transferable and non-negotiable at the instance of the Customer, and no right, title or interest therein or any part thereof can be transferred or secured by the Customer to or in favour of any person without the prior written consent of the Bank. The Customer shall not create or permit to subsist, any encumbrance or third party interest over or against any account(s) with the Bank or any monies lying therein without the Bank's express prior written consent. However, the Bank shall have the right to transfer, assign or sell all its rights, benefits or

obligations to any person and the T&C shall continue to be in force and effect for the benefit of the successors and assigns of the Bank. The Bank will endeavour to give prior notice to the Customer if it intends to transfer, assign or sell its rights, benefits or obligations.

23. Bankers' Lien and Right of Set-off:

- a) The Bank shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on all the deposits held/balances lying in any account of the Customer, whether in single name or joint name(s), to the extent of all amounts payable by the Customer arising as a result of any of the Bank's services extended to and/or used by the Customer or as a result of any other facilities that may be granted by the Bank to the Customer.
- b) The Bank is entitled, without any notice to the Customer, to settle any indebtedness whatsoever owed by the Customer to the Bank, whether actual or contingent, or whether primary or collateral, or whether joint and/or several, including without limitation indebtedness under any indemnity given by the Customer to the Bank hereunder or under any other document/agreement, by adjusting, setting-off any deposit(s) and transferring monies lying to the balance of any account(s) held by the Customer with the Bank, notwithstanding that the deposit(s)/balances lying in such account(s) may not be expressed in the same currency as such indebtedness. The Bank's rights hereunder shall not be affected by the Customer's bankruptcy, insolvency, death or winding-up.

- c) In addition to the Bank's right of set-off, lien or any other right which it may at any time be entitled whether by operation of law, contract or otherwise, the Customer authorises the Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Customer with or to any branch or office of the Bank or Affiliates; and (b) to apply, set-off or transfer at any time (without prior notice to the Customer) any credit balance (whether or not then due) to which the Customer is at any time beneficially entitled (whether singly or jointly) on any account, in the Customer's name or jointly with any other person, with any branch or office of the Bank or Affiliates towards the satisfaction of any or all of the Customer's liabilities (whether such liabilities be present or future, actual or contingent, primary or collateral, or several or joint) under the T&C or for the Customer's account(s) or under the terms of any other services or facilities that may be granted by the Bank to the Customer.
- d) In respect of a joint account, the Bank shall be entitled to set-off any sums standing to the credit of such joint account against the debit balance in other accounts which may be held by one or more holders of such joint account.
- e) The Bank shall not be under any obligation to exercise any of its rights under this clause. The above mentioned rights of the Bank are without prejudice to the obligations of the Customer to pay to the Bank when due, all its indebtedness and without prejudice to any other rights that the Bank may have against the Customer for recovery of outstanding from the Customer to the Bank.
- f) The Bank shall be entitled to withhold payments out of the Customer's accounts or dishonour the Customer's cheques/instructions in case any amounts outstanding from the Customer to the Bank are not paid when due.
- g) In the event any of the services in connection with the Current Account are or become liable to tax or other imposts under the Applicable Law, the Customer shall bear all such taxes and other imposts (by whatever name called) in connection with such services and the Bank shall have absolute right to deduct any such amount from the Current Account or such other account of the Customer, without requirement of providing specific notice to or seeking consent/authorization from the Customer.

24. Sharing and Disclosure of Information:

- a) The Bank shall respect the privacy of the Customer. However, the Customer authorises the Bank to disclose, from time to time, any information and data relating to him/her/it (including personal sensitive data or information and any information that requires consent under the Information Technology Act, 2000/2008, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and/or any other statute) and/or the Current Account in or outside India to: (a) any group entity, employees, agents, representatives etc. of the Bank; (b) third parties engaged by the Bank or any of its group entities; (c) any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to the Bank or any group entity; (d) any service provider or professional adviser of the Bank or its group entity with the rights to further share it with their sub-contractors in any jurisdiction; (e) any credit bureau, credit information companies, database/databanks, corporates, banks, financial institutions etc.; (f) any authority or other entity as required by law or any authority; (g) any other person to (or through) whom the Bank assigns or transfers or novates (or may potentially assigns or transfers or novates) all or any of its rights and obligations under the Current Account; (h) RBI or any Government or any other regulatory Authorities/Bodies/Departments; and/or (i) any court or judicial, statutory authority/tribunal. Possession, processing, usage or sharing of the herein mentioned information by the Bank and/or the herein mentioned entities shall not be disputed or cause to be disputed by the Customer at any point of time.
- b) The Bank and/or its agents shall have full rights to make references and enquiries relative to any information provided by the Customer, which the Bank or their agents consider necessary.

25. Notices: Notices in respect of the Current Account, the services and facilities in connection with the Current Account, may be given by the Bank either through e-mail or posting a letter to the Customer's communication address provided in the AOF or updated by the Customer from time to time. The Bank may also give any notice by posting the notice on the Website and the same will be deemed to have been received by the Customer upon its publication on the Website. All notices in connection with the Current Account, including any deliverables and/or the services associated with the Current Account, by the Customer to the Bank shall be in writing and served on the address of the branch of the Bank at which the Current Account is maintained and all such notices shall be deemed to be received by the Bank only upon acknowledgment of receipt of the same in writing by the Bank.

26. Waiver: No failure or delay by the Bank in exercising any right, power or privilege under the T&C shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies of the Bank under the T&C shall be cumulative and not exclusive of any rights or remedies provided by law.

27. Indemnity:

- a) The Customer shall at his/her/its own expense, at all times, keep the Bank and its employees indemnified and save harmless from all actions, proceedings, claims, losses, damages, costs, interest (both before and after judgement) and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by the Bank, arising from or relating to the operation or use of the Current Account or the services, or breach, non-performance or inadequate performance by the Customer of any of the T&C or the acts, representations, misrepresentations, misconduct or negligence of the Customer in performance of his/her/their obligations.
- b) The Customer shall at his/her/its own expense, at all times, keep the Bank and its employees indemnified and save harmless from all actions, proceedings, claims, losses, damages, costs, interest (both before and after judgement) and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by the Bank in resolving any dispute relating to the Current Account or in enforcing the Bank's rights under or in connection with the T&C, or which may have arisen either directly or indirectly out of or in connection with the Bank performing its obligations hereunder or accepting instructions, including but not limited to, fax and other telecommunications or electronic instructions, and acting or failing to act thereon.
- c) The Customer shall indemnify the Bank as collecting banker for any loss or damage which the Bank may incur or suffer by guaranteeing any endorsement or discharge on a cheque, bill or other instrument presented for collection and such guarantee as given by the Bank shall be deemed to have been given in every case at the Customer's express request.
- d) The Customer shall at his/her/its own expense, at all times, keep the Bank and its employees indemnified and save harmless from all actions, proceedings, claims, losses, damages, costs, interest (both before and after judgement) and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by the Bank in connection with any failure on the part of the Customer to comply with any Applicable Law.
- e) If any sum due and payable by the Customer is not paid as and when it has become due, including without limitation any moneys claimed under this Indemnity clause, the Customer shall be liable to pay interest (both after as well as before any judgement) on such unpaid sum at such rate or rates as the Bank may from time to time stipulate from the date payment is due up to the date of payment.
- f) The indemnities as aforesaid shall continue notwithstanding the termination of the Current Account.

28. Joint and Several Liability:

- a) If the Customer constitutes more than one person, all obligations and liabilities of the Customer under the T&C shall be joint and several.
- b) Any instructions, authorisations, representations and warranties given or made by the Customer in cases where the Customer constitutes more than one person shall be deemed to be jointly and severally given or made and be binding on all such persons and in the event that conflicting instructions or authorisations are received by the Bank, the Bank shall have the right to act on the first set of instructions or authorisations received or on the instructions of all account holders or not to act at all until any difference in the instructions or authorisations between the persons constituting the Customer is resolved to the satisfaction of the Bank.

29. Disclaimers:

- a) The Customer shall ensure that the AOF is completely, accurately and properly filled in with requisite inputs, and the Bank shall not be held liable for any error/omission in the AOF.
- b) The Bank, in general, will give the day on which the Customer has opened the Current Account as the Value Date, provided that the said day is a Business Day and the Current Account is opened during normal working hours of the Bank. In case the Current Account is opened on extended banking hours or on Public Holiday, the Value Date shall be the next Business Day.
- c) The Bank shall have the right to transfer, assign or sell all its rights, benefits or obligations to any person and these T&C shall continue to be in force and effect for the benefit of the successors and assigns of the Bank.
- d) Under no circumstances shall the Bank be liable to the Customer for any indirect, incidental, consequential, special or exemplary damages in connection with the Current Account or the services. The Bank shall not be liable for any failure to perform any obligation contained in the T&C or for any loss or damage whatsoever suffered or incurred by the Customer howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.
- e) The Bank reserves its right to restrict operations in the Current Account.
- f) The age considered for minor is below 18 years and for senior citizen is 60 years and above.

- g) Any service being rendered by the Bank may be discontinued or modified by the Bank by giving due notice on the Website or at the branches/offices of the Bank.
 - h) The Bank shall not be responsible for any communication or deliverable sent to the Customer lost in transit and, if sent to the Customer's e-mail Id, fraudulently or mistakenly written, altered or sent and not be received in whole or in part by the intended recipient. The Customer should contact the Bank promptly if the communication or deliverable is not received in time.
 - i) The Bank shall not be liable if any communication is received by the Customer from fraudulent persons/imposters.
 - j) The Bank shall not be liable in the event of any defects or failure in the computer system/network/hardware or software of the Customer on account of receipt of e-mails by the Customer from the Bank.
 - k) Issuance of solvency certificate, signature attestation etc. shall be considered only subject to the discretion of the Bank, and the Customer shall have no right to insist the Bank issuance of the same.
 - l) The Bank shall not be liable for transactions which do not fructify or not completed, or for failure of the Bank to perform any of its obligations, if the same occurs due to *force majeure*. In all such cases the Bank's obligations shall stand suspended so long as the *force majeure* subsists. *Force majeure* shall mean any event due to any cause beyond the reasonable control of the Bank, which shall include, without limitation, unavailability of communication systems, breach, virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, natural disasters or other Acts of God, war, damage to the Bank's facilities or of its correspondent bank(s), civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of Government, Government imposed restrictions (due to epidemic or pandemic or natural calamity or disaster), computer hacking, unauthorised access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or programme, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc., which prevents the Bank from performing its obligations within the specified service delivery parameters.
- 30. DND/NDNC:** The Customer authorises the Bank to use the contact number/e-mail ID of the Customer, mentioned in the AOF, in connection with transactional, promotional as well as service related calls or messages, through Telephone/Mobile/SMS/e-mail by the Bank or its agents. However, the Customer have the right and option to re-register for DND/NDNC at any time at his/her discretion.
- 31. Change of T&C:** The Bank shall have the absolute discretion to change, modify, supplement or replace any of the T&C at any time. The Bank may communicate such changes, modifications, supplements or replacements to the Customers through electronic media or through display made in the Bank's branches/offices or Website or in any other manner as decided by the Bank. The Customer shall be responsible for regularly reviewing these T&C, including the changes, modifications, supplements or replacements thereto.
- 32. Grievance Redressal:**
- a) The Bank has displayed in notice board of its branches and on the Website the details of Grievance Redressal System.
 - b) The Bank has ensured appropriate staff behaviour by providing them adequate periodical training on their areas of work.
 - c) Grievances, if any, related to Current Account or services may be got redressed by escalating to USFB Customer Care Centre. Any grievances unresolved by USFB Customer Care Centre may be escalated to nodal officers of the Bank. Contact details of nodal officers are displayed on Website and at branches of the Bank.
 - d) Grievances, if any, related to unauthorised transactions that have taken place and/or loss or theft of payment instrument such as card, etc. may be notified by the Customer, to USFB Customer Care Centre.
- 33. Governing Law and Jurisdiction:**
- a) The T&C and matters discussed herein shall be governed and construed in accordance with the laws of Republic of India.
 - b) Any legal action, suit or proceedings arising out of or in connection with the T&C and the matters discussed herein shall be brought in the courts or tribunals or other appropriate forum in Bengaluru in India and the Customer irrevocably submits to and accepts the jurisdiction of those courts or tribunals or other appropriate forum. The Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of the T&C and the matters discussed herein in any other court, tribunal or other appropriate forum, and the Customer consents to such jurisdiction.

