

Terms and Conditions for Business Net Banking to Customer

I. Definitions

“Account” means all existing and future account(s) of the Customer maintained with the Bank, which are designated by the Bank, to be eligible for availing Business Net Banking facility.

“Applicable Law” means any and all applicable laws, bye-laws, rules, regulations, circulars, notifications, ordinances, protocols, codes, guidelines, policies, notices, directions, orders, decrees or judgments of courts or other requirements of any governmental authority in any relevant and appropriate jurisdiction of India.

“Bank” shall mean Ujjivan Small Finance Bank Limited, a company incorporated under the Companies Act, 2013, having its registered office at Plot No. 2364/8, Khampur Raya Village, Shadi Kampur, Main Patel Road, New Delhi 110 008, India and corporate office at Grape Garden, No. 27, 3rd ‘A’ Cross, 18th Main, 6th Block, Koramangala, Bengaluru 560 095, India.

“Authorised Signatories” refers to the individual(s) duly authorised by the Customer, to operate its Account, either individually or jointly as authorised by the Customer. **“Bank Website”** shall mean www.ujjivansfb.in, or any other website of the Bank as notified by the Bank from time to time.

“Beneficiary / Payee” shall mean any person or entity to which the Customer can request the Bank to make a payment from Customer’s Account through Business Net Banking Services.

“Business Net Banking” is the service extended by the Bank to its Customers, through the internet banking facility which includes but not limited to:

- Account Status; which includes balance enquiry, transactional view, statement of accounts, debit card details, etc.
- Services/ Requests; like Cheque Services, Demand Draft Request, Debit Card Services, Status of Services/Request, request of change credentials, request for email statement etc.
- Financial Transactions; which include transfer of funds (to self-account and/or credit/debit to third party account within in the bank as well as outside the bank through RTGS, NEFT, IMPS etc.), remittance instructions and Bulk payments through file upload etc.
- Utility Bill Payments through third party services.
- Loan, Overdraft and Cash Credit Services etc.

These facilities shall/can be offered in a phased manner at the convenience of the Bank. The Bank may also make additions/ modifications/ deletions to the services offered through ‘Business Net Banking’, at its sole discretion.

“Customer” shall mean Non-Individual entities (like companies, LLP, Partnership, HUF, Trust, Society, Association, Club etc.) holding an Account with the Bank and who are provided with the Business Net Banking facility by the Bank.

“Corporate ID” shall mean a unique collection of characters comprising of letters of English alphabet and/or numeric numbers and/or special characters provided by the Bank to the Customer, which will be used to identify the Customer which is availing the Business Net Banking facility.

“Login Password” is a secret series of characters comprising of letters of English alphabet and/or numeric numbers and/or special characters that enables a User to login to Business Net Banking.

“**OTP**” refers to One Time Password, which is an unique 6 digit number, is being sent to the registered User of Business Net Banking, User for initiating/authorising/approving a transaction through Business Net Banking.

“**Personal Information**” means the information provided by the User to the Bank, and/or obtained by the Bank through the User, while availing the Business Net Banking facility.

“**Services**” refers to the services and/or facilities offered by the Bank to its Customers, through the Business Net Banking facility, including any associated services. The Bank may make additions/deletions to the services offered through Business Net Banking at its sole discretion. The availability or non-availability of a particular service shall be advised through the Bank Website, which shall be updated at regular intervals.

“**Transaction**” means and included the financial as well as non-financial transactions facilitated to or availed by the Customer through the Business Net Banking facility.

“**Transaction Password**” refers to secret series of characters comprising of letters of English alphabet and/or numeric numbers and/or special characters that enables a User for initiating/authorising/approving the transactions through Business Net Banking along with OTP validation.

“**User**” refers to the individual(s) duly authorized by the Customer to use the Business Net Banking facility provided by the Bank to the Customer, who have right to access and/or operate the Account of the Customer, either individually or jointly.

“**User ID**” shall means a unique collection of characters comprising of letters of English alphabet and/or numeric numbers and/or special characters which will to be used to identify the User who is having access to the Business Net Banking of a Customer.

II. Applicability of Terms

These ‘Terms’ form the contract between the Customer/User and the Bank for ‘Business Net Banking’. The Customer/User shall apply to the Bank in the prescribed form for ‘Business Net Banking’. A Customer/User who have read and understood the terms and conditions contained herein (and such other modifications which may be made by the Bank from time to time at its sole discretion) and agrees to unconditionally accept and abide by the same only shall apply to the Bank for availing the ‘Business Net Banking’.

By applying for the Business Net Banking, it shall be deemed that the Customer and User has accepted and agreed to abide by these Terms and conditions, subject to the modifications which may be made by the Bank from time to time, which can be viewed by the customer on the Bank’s Website. Consequently, any information supplied to the Customer will pertain to the date and time when it was last updated in Bank’s website and not as the date and time when it is supplied to the Customer and the Bank shall not be liable for any loss that the Customer may suffer by relying on or acting on such information.

It is further clarified that extending the Business Net Banking to any Customer/User shall be at the sole discretion of the Bank and Bank may reject any applications submitted by any Customer/User without assigning any reasons. These terms will be in addition to and not in derogation of the terms and conditions relating to any Account of the Customer, for which the Business Net Banking facility is being availed.

Detailed list of Dos and Don'ts, for the usage of internet banking facility, is provided in the website of the Bank. Authorised Signatories and Users shall read, understand and follow the same while using the Business Net Banking facility.

III. Business Net Banking Services

Customer/User is aware that this service cannot be claimed as a matter of right by any Customer/User and the same are provided at the sole discretion of the Bank. The Bank also reserves the right to refuse/withdraw the facility without assigning any reason. The Bank may also decide to extend this facility on a select basis. The services will be available to the Customer/User through Corporate ID, User ID and Login/Transaction Password.

IV. Assigning/defining the Role of User

Each User of Business Net Banking facility can be assigned with any of the following roles, with regard to any Account of the Customer;

The "Viewer" who can only view and cannot initiate/authorise transactions

The "Initiator" who can only initiate transactions

The "Authoriser" who can only authorise transactions

The "Initiator & Authoriser" who can initiate and authorise the transactions independently

Appointment of a new User for an Account shall be made only by way of proper resolution/authorisation by the Customer. However, the role of a User will be assigned/defined and can be changed/blocked by the Bank as suggested/instructed by the Authorised Signatory to that Account, vide the 'Application Form for the Business Net Banking' facility. The Customer acknowledges that the allocation of any specific role to the User, as suggested/instructed by the Authorised Signatory to that Account, shall be binding on the Customer.

It is to be noted that irrespective of the role allotted to them, every User will be able to view and download account related reports, beneficiaries details and status of transaction/service requests, for the Account to which the User is linked. The User would be allotted a User ID and password(s) by the Bank in the first instance for access through Internet. The User will be required to change the password assigned by the Bank on accessing Business Net Banking for the first time. As a safety measure, the User is advised to change the password as frequently thereafter as possible. In addition to User ID and password(s) the Bank may, at its discretion, advise the User to adopt such other means of authentication. In the event the Customer authorizes more than one person as the User, the Customer shall notify to the Bank the mode of operation by such persons (User), based on which the Bank shall issue necessary operational instructions to the User.

The Customer acknowledges that the Login/Transaction Password, which will be available to the Users, provides access to Customer's Account and the Customer is the sole and exclusive owner and is the only authorized user of the said Passwords and accepts sole responsibility for use, confidentiality and protection of the same and shall ensure that the said passwords are not revealed to any third Party. As a safety measure the User shall change the Password as frequently as possible. The Customer will be solely responsible for any damages and other consequences of the misuse of the Passwords issued to the Users. As a precautionary measure, the access to the Business Net Banking service extended to the Customer will be suspended by the Bank, in case of any wrong

entries of the Customer ID and/or Password, beyond the number of attempts specified by the bank from time to time.

V. Password for 'Business Net Banking'

The User unconditionally undertakes to have Business Net Banking password(s) comprising of letters/numerals/special characters, as may be notified by the Bank from time to time, and ensure that the same is kept confidential; and not to let any person have access to the Internet while the User is accessing the Business Net Banking services. If the User forgets the Business Net Banking password, the User may reset/change the Login/Transaction Password for Business Net Banking. The Customer/User agrees and acknowledges that the Bank shall in no way be held responsible or liable, if the User/Customer incurs any loss as a result of information being disclosed by User regarding the Account(s) or carrying the instruction of the User pursuant to the access of Business Net Banking and the User/Customer shall fully indemnify and hold harmless the Bank 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.

VI. Unauthorised Access

The Bank shall take all reasonable care to ensure the security for Business Net Banking facility, using technology reasonably available to the Bank. However, the Customer and the User shall take all necessary precautions to ensure that Business Net Banking or any related service provided to the Customer shall not be used for any purpose which is illegal, or which is not authorized in terms of these Terms and Conditions or which is improper.

VII. Change in Authorized Signatory/ Mode of Operation Account/s

If the Customer is a Company, Trust, Society, Association, Club or any other body corporate, the change in existing Authorised Signatory and appointment of new User shall be made only by way of proper resolution passed by such Customer. In case of Partnership firm, HUF etc. the change in existing Authorised Signatory and appointment of new User shall be made by way of proper authorisation by the Customer. The resolution or authorisation, as the case may be, shall be communicated to the Bank in the bank branch only. Although user management can be done by the user if the admin module is provided by the bank at the user's request as and when the service is made available by the bank.

VIII. Taxes, Duties etc.

The Customer shall also be liable to pay service tax or any other fees/taxes as levied by Government or any other authorities from time to time, notwithstanding that the Bank may have the statutory obligation to pay it. In the event any authority decides that this document and/or the Application form submitted by the Customer/User is liable to be stamped, the liability to pay the same along with penalty and other monies if any levied, shall be on the Customer/User and in which case the Customer/User shall immediately pay such amounts to the concerned authority/Bank without demur. The Bank shall also be within its right to pay such amounts to the concerned authority by debiting the Customer's Account without any notice to the Customer/User.

IX. Maintenance of Sufficient Balance

The Customer shall maintain, at all times, such minimum balance in the Accounts being accessed through Business Net Banking, as the Bank may stipulate from time to time. The Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. The Bank may withdraw the 'Business Net Banking', if at any time the amount of deposit falls short of the required minimum as aforesaid and/ or if the other charges remain unpaid, without giving any further notice to the Customer/User and/ or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

X. Funds Transfers

The Customer/User shall not use or attempt to use the 'Business Net Banking' for funds transfer without sufficient funds in the concerned Account or without a pre-existing arrangement with Bank for the grant of an overdraft. The Bank may specify from time to time the limit for carrying out various kinds of funds transfer or any other services through 'Business Net Banking'. The said facility will be provided as per conditions specified by Bank from time to time. Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond its reasonable control. In the event of overdraft created due to oversight/inadvertently or due to any other reason, the Customer will be liable to pay overdrawn amount together with the interest on such over drawn amount, as decided by the Bank from time to time.

The transactions initiated through the Business Net Banking Facility shall be processed on the basis of two factor authentication.

Please be noted that the transactions authorised after cut off time or during bank holiday will be scheduled for processing for the next working day automatically and will be carried out subject to the availability of funds in the respective Account.

While utilizing regulated payment services like RTGS, NEFT, IMPS etc., through the Internet banking facility, the Customer shall abide by the relevant Regulatory guidelines/limits in this regard.

XI. Transaction Limits

The Customer acknowledges that the Bank may, from time to time as it deems fit, specify separate maximum and minimum limits for fund transfer by virtue of a Payment Instruction or by a batch upload. The Customer shall be bound by such limits imposed from time to time and shall strictly comply with them.

XII. Authority of Ujjivan Small Finance Bank for 'Business Net Banking' Services:

The Customer irrevocably and unconditionally authorizes the Bank to access all its Account(s) for effecting banking or other Transactions performed by the Customer/User through the Business Net Banking Service. The instructions of the User shall be effected only after authentication of the User in accordance with the prescribed procedure for Business Net Banking. The Bank shall have no obligation to verify the authenticity of any Transaction received from the User other than by above mentioned means of verification. The display or printed output that is generated by the User at the time of operation of 'Business Net Banking' is a record of the operation of the Internet access and shall not be construed as the Bank's record of the relative Transactions. The Bank's own records of Transactions maintained through systems or otherwise shall be accepted as conclusive and binding for all purposes. The Bank may keep its records of the Transactions in any form it wishes. In case of

any dispute, Bank's records shall be binding as the conclusive evidence of the Transactions carried out through Business Net Banking facility.

While the Bank shall endeavour to carry out the instructions promptly, however, it may take some working days to effect the User/Customer's Instructions. The Bank shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems.

XIII. Instructions

All instructions for availing the Business Net Banking shall be in the manner indicated by the Bank. The User shall be responsible for the accuracy and authenticity of the instructions provided to the Bank and the same shall be considered to be sufficient to have Business Net Banking. The Bank shall not be required to independently verify the instructions; an instruction is effective unless countermanded by further instructions. In cases where the Customer has appointed/authorised more than one person as User with instruction for "different workflow for authorisation" the Bank shall not be bound to act upon unless the authorised users give the instructions according to the workflow defined by the user/customer. They shall also follow the instructions/guidelines given by the Bank from time to time, in respect of operation/authentication of the Transactions under the Business Net Banking provided.

Any requests initiated through the Business Net Banking facility for blocking ATM card, stop payment of instruments etc. will immediately be effective and cannot be revoked thereafter.

The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instruction/instruction of the Customer/User. Where the Bank considers the instructions to be inconsistent or contradictory Bank may (without being bound to do so) seek clarification from the User/Customer before acting on any instruction of the User or act upon any such instruction as it deems fit, at its sole discretion. The Bank states that they have no liability or obligation to keep a record of the instructions to provide information to the User/Customer or for verifying User's instructions. The 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 'Business Net Banking', at its sole discretion if it has reason to believe that the User/Customer's instructions will lead or expose to direct or indirect loss or claim. In such cases Bank may require an indemnity or such other security from the Customer before continuing to provide the Business Net Banking.

XIV. Charges:

The Customer hereby agrees to bear the standard charges for availing of the Services, including but not limited to service charges, transactions charges, charges for instructions etc., as may be stipulated by the Bank from time to time, through the Website or through any other medium as the Bank may deem fit. The Bank is authorised to debit such charges to the Customer's Accounts, without any specific notice to the Customer for the same.

XV. Right to Set Off and Lien

The Bank shall have the right of set-off and lien, on the deposits held in any of the account (including but not limited to the Accounts in which the Business Net Banking services are being availed) of the

Customer, whether in single name or joint names, irrespective of any other present or future charge on the same, to the extent of all outstanding dues whatsoever arising due to the use of Services extended to the Customer.

XVI. Accuracy of Information

The Customer/ User are responsible for the correctness of information supplied to the Bank for the Business Net Banking. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the Customer/User. If the User/Customer notices an error in the information supplied to the Bank either in the application form or any other communication, he shall immediately advise the Bank, which will endeavour to correct the error wherever possible on a "reasonable efforts" basis. It is clarified that Bank shall not be liable to the Customer/User or any other person for acting on such erroneous information supplied by the Customer/User. The Customer also undertakes that they shall fully indemnify and keep Indemnified the Bank for any loss, damage or claim sustained to the Bank due to the Bank acting on such erroneous information supplied by the Customer/User.

XVII. Liability of the Customer, User and Bank

The Bank shall not be liable for any unauthorized Transactions occurring through the 'Business Net Banking' and the Customer/User hereby fully indemnifies and holds the Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.

The Bank shall under no circumstance be held liable to the Customer/User if the Business Net 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. Under no circumstances shall the Bank be liable for any loss or damages whatsoever whether such loss or 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 Customer/User or by any other person. Illegal or improper use of the 'Business Net Banking' by the User shall render the Customer liable for payment of financial charges as decided by the Bank or will result in suspension of the operations of the 'Business Net Banking', in addition to the Customer's liability as per the law of land.

Upon completion of a transaction through the Business Net Banking, the Bank may at its discretion will issue intimation to the Customer, vide email and/or SMS to the respective mail ID and/or phone number registered with the bank. The statement of accounts may also be provided to the Customer on request, at specified intervals, through online/offline mode. Please be noted that all the authorised transactions done through the Business Net Banking facility are real time transactions and the same cannot be revoked thereafter. The Customer agrees that it shall not be entitled to dispute the correctness of the execution of an Instruction or the amount debited to its Account, through the Business Net Banking facility.

XVIII. Software and Hardware to be used

For the purpose of availing Business Net Banking facility through Internet, the User should have legal access to the Internet. The Bank will advise/ publish the information on its website from time to time the Internet software such as browsers, which are required for availing Business Net Banking

through Internet. There will be no obligation on the Bank to support all/any versions of this Internet software

The Customer shall install at its own costs, the necessary hardware and/or software, as advised by the Bank from time to time, to enable the User(s) to access the Services. The User needs to get PCs, laptops, or any other devices used for availing these services, to be updated with the latest antivirus software and keep them scanned on a regular basis. The Bank shall not be responsible for any data loss or theft due to the virus transmitted in the system due to the usage of the Services extended by the Bank.

The Customer acknowledges that the software and hardware which are used for accessing and availing of the Services are the legal property of the respective vendors. The permission given by the Bank to access the Services will not convey any proprietary rights in the said software or hardware. The Client shall not attempt to modify or reverse engineer the software/hardware underlying the Services or create any derivative product based on the said software/hardware.

XIX. Indemnity

The Customer hereby agrees and declares that they shall be bound by whatever action of the Customer/User or any inaction on its/their part and shall not challenge the same and further hold the Bank harmless and indemnified in this regard. In consideration of the Bank providing the Customer the Business Net Banking, the Customer hereby Indemnify and keep indemnified and hold the Bank, including their officers, employees and agents, indemnified against all claims, losses, damages and expenses on full indemnity basis which the Bank may incur, sustain, suffer or is likely to suffer in connection with the execution of the Customer'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 Business Net Banking. The Customer will pay the Bank such amount as may be determined by the Bank to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

XX. Disclosure of Information

The Customer and User agrees that the Bank or their agents may hold and process their Personal Information and all other information concerning their Account(s) or otherwise in connection with the 'Business Net Banking' as well as for analysis, credit scoring and marketing. The Customer and User also agrees that the Bank may disclose, to other institutions/Government departments/statutory bodies/RBI/Credit Information Bureau of India Ltd., such Personal Information as may be necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal or regulatory directives, for credit rating by recognized credit scoring agencies, for fraud prevention purposes.

The Customer shall not disclose, in any manner whatsoever, any confidential information relating to the Bank, obtained in the course of availing the Business Net Banking Services to any third party. The failure to comply the same shall be deemed a breach of these Terms and Conditions and shall entitle the Bank to terminate the said services without prejudice to any damages to which it may be entitled against the Client.

XXI. Change of Terms

The Bank has the absolute discretion to amend or supplement any of the Terms specified in this document at any time and will endeavour to notify such changes wherever feasible. The Bank may introduce new services within the 'Business Net Banking' from time to time. The existence and availability of the new functions, changes etc. will be published on the Bank's Website (www.ujjivansfb.in) or by any other means, as and when they become available. The Customer and User agree to be bound and shall abide by the terms and conditions as applicable.

XXII. Non-Transferability

The grant of the 'Business Net Banking' to a Customer is not transferable under any circumstance and shall be used only by the User authorised by the Customer and the Bank.

XXIII. Termination of Business Net Banking Services

The Customer may request for termination of the Business Net Banking any time by giving a written notice to the Bank. The Customer will remain responsible for all Transactions made and/or scheduled for a future date on its Account(s), prior to the time of such cancellation/termination of the Business Net Banking. The Bank may at its sole discretion withdraw the Business Net Banking at any time without incurring any liability to the Bank. The closure of Account(s) by the Customer will automatically terminate the Business Net Banking facility for the said Account. The Bank may suspend or terminate the Business Net Banking without prior notice if the Customer has committed breach of these terms and conditions or the Bank learns of the death, any proceeding for winding up, bankruptcy legal incapacity of the Customer.

XXIV. Force majeure:

The Bank shall not be liable for any failure to perform any of its obligations under these Terms and Conditions, if the performance of the same is prevented or delayed by any Force Majeure Event. In such case the Bank's obligations shall be suspended as long as the Force Majeure Event continues. "Force Majeure Event" means any event due to any cause beyond the control of the Bank, including but not limited to natural calamities, legal constraints, faults in computer/network/storage systems or any other reason.

XXV. Notices

The Bank and the User may give notices under these Terms and Conditions electronically to the mailbox of either Party, 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 the Bank to the address mentioned herein below:

Name: Ujjivan Small Finance Bank Limited Grape Garden, No. 27 3rd 'A' Cross 18th Main, 6th Block Koramangala, Bengaluru 560 095

All correspondence/delivery by the Bank shall only be made at the address and/or e-mail address of the Customer, as registered with the Bank. The Bank shall in no way be held responsible for any non-receipt of the same.

In addition, the Bank may also publish notices of general nature from time to time, through any medium of communication as may be decided by the Bank including publishing on the Bank Website. Such notices will have the same effect as a notice served individually to each User and or that of a notice published in a newspaper of print media.

XXVI. Mode of Authentication

The Information Technology Act, 2000 recognizes authentication of an electronic record by affixing Users digital signature. However, the Bank at its discretion has adopted several methods, which are not recognized under the aforesaid Act, namely, personal identification numbers (PIN), code numbers, telephone-PIN numbers, relationship numbers, passwords, account numbers and encryption to authenticate Transactions through Net Banking. The User hereby consents and expressly agrees to the mode of authentication adopted by the Bank from time to time. The User further expressly agrees that all the Transactions carried out by the User using any of the aforesaid authentication methods adopted by the Bank from time to time shall be valid, binding and enforceable against the User. The User shall be solely responsible to keep all the information related thereto confidential and the Bank shall in no way be liable for any loss/ damage whatsoever that may be incurred or alleged to be incurred by the User due to use of the aforesaid authentication methods and hereby expressly waives the right to raise any dispute in relation to the use of such authentication mode.

XXVII. Limitation of Liability

The Customer acknowledge that internet is not a secure means of transmission and there are risks involved in the same, such as possible unauthorized alteration/usage of data, virus/malware attacks, digital frauds, hacking etc. which may affect the Business Net Banking Services. This may also result in delays/failure in the processing of instructions for which the Bank shall not be responsible. The Bank shall not be liable for any inaccuracy or error in the services provided by any service provider on whose performance the Bank is dependant for facilitating the Business Net Banking facility. The Bank shall not be liable for damages, whether direct or indirect, arising out of such transmission errors including but not limited to any breach of confidentiality, loss of privacy, loss of data, business interruption or any pecuniary loss. Please be noted that any Illegal or improper use of the Business Net Banking facility shall render the Customer liable for payment of financial charges as decided by the Bank or will result in suspension/termination of the Business Net Banking facility provided to the Customer.

XXVIII. Customer grievance redressal

The customer complaints related to the Business Net Banking facility will be resolved as per the customer complaint/grievance redressal policy of the Bank, as applicable from time to time. The Customer can access the said policy through the website of the Bank.

XXIX. Governing Law and Jurisdiction

The Business Net Banking and these terms and conditions shall be governed by and construed in accordance with the laws of India. The Bank, Customer and the User(s) submit to the exclusive jurisdiction of the Courts in Bengaluru. The Bank may however, in its absolute discretion, commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the User hereby expressly consents to such jurisdiction. If any provisions of these Terms and Conditions are deemed to be 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 these Terms and Conditions affect such provision in any other jurisdiction.