



Terms & Conditions

governing Internet Banking Service of North East Small Finance Bank Ltd.

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1. DEFINITIONS

In this document, the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

"ACCOUNT(S)" refers to the user's bank account(s), Loan/Credit Facility Account(s), Credit card account(s) and/or any other type of account (each account hereafter referred to as an "Account" and collectively as "Accounts"), so maintained with North East Small Finance Bank Ltd.. which are eligible Account(s) for purposes of Internet Banking and/or Demat Account opened with NSDL or CDSL. In the event there is more than one bank account linked to the same user-id then in every such case one of these Accounts shall be designated as the Primary Account and all other Accounts, if any, of the user shall be referred to as Secondary Account(s).

NESFB REFERS TO "North East Small Finance Bank Ltd." ,a body corporate constituted under the a body Corporate constitute under The Companies Act ,1956 & having license under The **Banking Companies Act ,1949 and** having its registered office & Head Office at 1st & 3rd Floor, Fortune Central , Basisthapur, Bye lane 3, Beltola Guwahati, Assam

"INTERNET BANKING" or "INTERNET BANKING SERVICE" refers to the internet banking service offered by North East Small Finance Bank Ltd. to the user including services such as enquiry about balance in the Account, details about transactions in the Account(s), statement of Account, transfer of funds and any other service as North East Small Finance Bank Ltd. may decide to provide from time to time through internet. The availability/non-availability of a particular service shall be communicated to the user through email, web page of North East Small Finance Bank Ltd. or in writing as may be deemed fit by North East Small Finance Bank Ltd. Such Internet Banking may be provided by North East Small Finance Bank Ltd. directly or through its associates or its service providers.

"USER" or "User" refers to a customer of the NESFB , authorised to use Internet Banking.

"PAYER" refers to the person who holds the Account which is authorised for debit

"PAYEE" refers to the person to whom User will transfer Fund(s).

"PERSONAL INFORMATION" refers to the information provided by the User to North East Small Finance Bank Ltd.

"TERMS" refer to Terms and Conditions for use of Internet Banking Service as specified in this document.

"BENEFICIARY REGISTRATION CONFIRMATION" refers to confirmation of Payee Registration to whom User will transfer Fund(s).

"WEBSITE" refers to the website owned, established and maintained by North East Small Finance Bank Ltd. or its service providers for and/or on behalf of North East Small Finance Bank Ltd. located at the URL <https://netbanking.nesfb.com/RIB/>

Confidential Information refers to the information obtained by the customer through the Bank for availing various services through Online Banking of NESFB .

Other Holders of Demat Account refers to such holders other than the first named holder of the Demat Account. The Internet Banking Services of the Bank for Demat Account is available to a customer who has a Demat Account and Bank Account in her name (i.e. the first holder of the Demat Account and the Bank Account to be same). The Bank reserves its rights to consider any deviation to the above at its sole discretion. The Demat Account will be attached to the User-ID and will be accessible through Online Banking of NESFB . Wherever the Demat Account is jointly held by the Customer, the Bank will construe that the other holders of the Demat Account have authorized the first holder to either query on the account or initiate transaction on the account and it will be binding on them.

Due to the fact that the Bank receives Demat Information from NSDL and CDSL, it is important to check the current position with your respective branch.

All information coming from NSDL/CDSL is provided on 'as is' basis without warranty of the kind. The Bank makes no representation and disclaims all express, implied and statutory warranties of any kind to the User and/or any third party including warranties as to accuracy, timelines, completeness, merchantability or fitness of the information for any particular purpose.

Future A/c In the event of future accounts opened by the User under the same CIF what is CIF no. for NESFB??, then the Terms of Service (Terms & Conditions) shall automatically apply to such further use of the Internet Banking by the User.

Third party product refers to any product and/or service of third party which is offered by or through the intermediary of the Bank.

Customer refers to Customer named in the Application Form and shall, where the context requires, include any authorized representative of the Customer.

Internet Banking Services refers to a service offered by the Bank through which a registered Customer may conduct enquiries or perform transactions on the Banks website <https://netbanking.nesfb.com/RIB>

SMS Password refers to one time password that would be sent to a customer's mobile number registered on the Bank's record.

Instruction means any request or instruction that is received from the customer by the Bank through Internet Banking services.

In this document all references to the User being referred in feminine gender shall be deemed to include the masculine gender also.

2. Applicability of Terms

These Terms form the contract between the User and North East Small Finance Bank Ltd. for availing Internet Banking. The User shall apply to North East Small Finance Bank Ltd. in the prescribed form for use of Internet Banking. By applying for Internet Banking Services and accessing the service the user acknowledges and accepts these terms. North East Small Finance Bank Ltd. shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the Users without assigning reasons thereof. These TERMS will be in addition to and not in derogation ??? of the TERMS and conditions relating to any account of the User except that in the event of any conflict between these Terms and the account conditions, these Terms will continue to prevail. The agreement shall remain valid until it is replaced by another agreement or terminated by either party or account is closed, whichever is earlier.

3. Application for Facilities through Internet Banking

The User can check the availability of a pre-approved offer by North East Small Finance Bank Ltd. to him/her through Internet Banking. The eligibility of a User for a facility provided by North East Small Finance Bank Ltd. shall be decided by North East Small Finance Bank Ltd. Any pre-approved offer by North East Small Finance Bank Ltd. to the User does not constitute grant of facility to the User and shall be subject to the User complying with North East Small Finance Bank Ltd.'s credit parameters and submitting all documents required by North East Small Finance Bank Ltd. in a physical form to North East Small Finance Bank Ltd. The User expressly agrees and acknowledges to have read and understood the terms and conditions that govern such facility and be bound by such terms and conditions at all times during the tenure of the facility, and as may be amended by North East Small Finance Bank Ltd. from time to time. Further, the User agrees and undertakes to sign such other documents. The Bank may advise from time to time the Internet software such as Browser, which are required for using Internet Banking Services. There will be no obligation on the part of the Bank to support all the versions of this Internet software.

4. Internet Banking Access

For the purpose of availing Internet Banking, the User would need to have legal and valid access to the Internet and North East Small Finance Bank Ltd.'s Internet Banking Service. The User shall have the option of applying for facilities provided by North East Small Finance Bank Ltd. on Internet Banking. The facility to a User shall be extended subject to the User complying with North East Small Finance Bank Ltd.'s credit parameters and submitting all documents required by North East Small Finance Bank Ltd. in a physical form to North East Small Finance Bank Ltd. North East Small Finance Bank Ltd. may in its sole discretion reject the application for the facility by the User.

The Internet Banking Service is restricted to account holders subject to Bank's / Reserve Bank of India's (RBI) extant guidelines and not offered in other jurisdictions / cross -borders.

The User would be allotted a confidential Internet Banking User-id and a set of secret passwords by North East Small Finance Bank Ltd. in the first instance. The User will be required to change the password assigned by North East Small Finance Bank Ltd. on accessing Internet Banking for the first time. As a safety measure, the User shall change the password as frequently thereafter as possible. In addition to User-id and password, North East Small Finance Bank Ltd. may, at its discretion, advise the User to adopt such other means of authentication including but not limited to digital certification and/or smart cards. The User shall not attempt or permit others to attempt accessing the Account information stored in the computers of North East Small Finance Bank Ltd. through any means other than the Internet Banking.

5. INTERNET BANKING SERVICES

The Bank shall endeavour to provide to the User through Internet Banking services such as inquiry about the balance in his/her account(s), details about transactions, statement of account, request for issue of cheque-books, request for transfer of funds between accounts of the same User and other accounts and many other facilities as the Bank may decide to provide from time to time. These facilities shall be offered in a phased manner at the discretion of the Bank. The Bank at its sole discretion may also make additions/deletions to the Internet Banking Services being offered without

giving any prior notices or reasons. The availability /non-availability of a particular service shall be advised through the web page of the Bank or written communication or any other mode as the Bank thinks fit.

6. Internet Banking Password

- A. The User acknowledges, represents and warrants that the password which will be issued to him, provides access to the Account and that User is the sole and exclusive owner and is the only authorised User of the password.
- B. The User accepts sole responsibility for use, confidentiality and protection of the password, as well as for all orders and information changes (i.e. change of address) entered into Accounts using such password.
- C. The User grants express authority to North East Small Finance Bank Ltd. for carrying out transactions and instructions authenticated by such password.
- D. The User unconditionally undertakes to have Internet Banking password of such number of letters/digits as may be notified by North East Small Finance Bank Ltd. from time to time and ensure that the same is kept confidential; and to not let any unauthorised person have access to the internet while the User is accessing the Internet Banking.
- E. If the User forgets the Internet Banking password or the Internet Banking Password gets locked after a number of incorrect attempts, up to such number as may be intimated by North East Small Finance Bank Ltd. from time to time, then the User may request for the issue of a new password through the Phone Banking, Internet Banking Channel or the North East Small Finance Bank Ltd. Branch, as and when it will start Phone Banking Service through Phone Banking Service and that shall not be construed as the commencement of a new contract. Such Password may be issued within such time as may be intimated by North East Small Finance Bank Ltd. from time to time.
- F. The User agrees and acknowledges that North East Small Finance Bank Ltd. shall in no way be held responsible or liable if the User incurs any loss as a result of information being disclosed by North East Small Finance Bank Ltd. regarding her Account(s) or carrying the instruction of the User pursuant to the access of the Internet Banking and the User shall fully indemnify and hold harmless North East Small Finance Bank Ltd. in respect of the same.
- G. The User shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person intentionally, voluntarily, accidentally or by mistake.
- H. The User shall comply with such guidelines, instructions or TERMS as North East Small Finance Bank Ltd. may prescribe from time to time with respect to the password.
- I. As a tool to correct misunderstandings, the user understands, agrees and authorises North East Small Finance Bank Ltd., at its discretion, and without further prior notice to the user, to monitor and record any or all telephone conversations or electronic communications between the user and North East Small Finance Bank Ltd. and any of its employees or agents.

- J. The terms and conditions contain North East Small Finance Bank Ltd.'s entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the user and North East Small Finance Bank Ltd. for Internet Banking.
- K. The user acknowledges that it has not relied on any representation made by North East Small Finance Bank Ltd. or any of its employees or agents and has made its own independent assessment of Internet Banking. No third party will have any rights or claims under these terms and conditions.
- L. **Deactivation of User ID**
The Bank has the discretion to deactivate a User Internet Banking ID, if the same has not been used for a period defined by the Bank. Also the Bank has the right to deactivate the Internet Banking login of User due to unsatisfactory behavior in the account.

7. Unauthorised Access

The user shall take all necessary precautions to prevent unauthorized, illegal and /or improper use of Internet Banking and unauthorized access to the Accounts provided by Internet Banking. North East Small Finance Bank Ltd. shall take all commercially reasonable care to ensure the security of and to prevent unauthorised access to the Internet Banking using commercially reasonable technology available in India to North East Small Finance Bank Ltd. The USER shall not attempt or permit others to attempt accessing the account information stored in the computers and computer networks of the BANK through any means other than the Internet Banking Services.

8. CYBER CRIME

The Internet per se is susceptible to various cyber crimes like phishing, vishing (Voice phishing), Pharming incidents, SMSing (phishing through SMS), compromise of User's system security etc., that could affect Payment Instructions / other instructions to the Bank. Whilst the Bank shall endeavor to protect the interest of the customers, there cannot be any guarantee from such cyber crimes and other actions that could affect Payment Instructions / other instructions to the Bank including but not limited to delay or failure in processing the instructions. The User shall separately evaluate all such risks and the Bank shall not be held responsible for the losses arising out of such cyber crimes. The User understand that doing a Net Banking transaction at a Cybercafé/shared computer terminal is risky and shall avoid using the services of a cybercafé/shared computer terminal to do any Net Banking transactions.

9. INFORMATION UPDATION ON WEBSITE

The information provided to the User through the Internet Banking is not updated continuously but at regular intervals. Consequently, any information supplied to the User through Internet Banking will pertain to the date and time when it was last updated and not as the date and time when it is

supplied to the User. North East Small Finance Bank Ltd. shall not be liable for any loss that the User may suffer by relying on or acting on such information.

10. CLAUSE HEADINGS:

The clause headings herein are only for convenience and do not affect the meaning of the relative clause. North East Small Finance Bank Ltd. may sub-contract and employ agents to carry out any of its obligations under the contract. Internet Banking service would be available to the users during timings specified by North East Small Finance Bank Ltd. from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction. The user would have to ensure that the equipment used for availing of Internet Banking meets the criteria as may be specified by North East Small Finance Bank Ltd. from time to time. All costs incurred by the user including telecommunication costs to use the Internet Banking would be borne by the user.

11. RECORDS OF THE BANK

North East Small Finance Bank Ltd. may keep its records of the transactions in any form it wishes. In the event of any dispute, North East Small Finance Bank Ltd.'s records shall be binding as the conclusive evidence of the transactions carried out through Internet Banking in the absence of clear proof that North East Small Finance Bank Ltd.'s records are erroneous or incomplete.

12. DOCUMENTS REQUIRED FROM USER

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

13. DEALING WITH FOREIGN CURRENCY

In case of any request for a service relating to any foreign currency transaction made by the User, the exchange rates quoted by North East Small Finance Bank Ltd. shall only be provisional and shall be subject to future variations in the exchange rate. The rate at which the transaction is given effect to would be the effective rate for all intents and purposes.

14. AUTHORITY TO BANK TO COMBINE

The User authorises North East Small Finance Bank Ltd. unconditionally: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the User with or to any branch of North East Small Finance Bank Ltd.; (b) to sell any of the User/s' securities or properties held by North East Small Finance Bank Ltd. by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to North East Small Finance Bank Ltd. from the User/s, including costs

and expenses in connection with such sale; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of North East Small Finance Bank Ltd.

15. DEBIT AUTHORITY

In the event the User gives an instruction to NORTH EAST SMALL FINANCE BANK LTD. to debit his/her Account for payment of an amount from the Account, the instruction shall be executed on a real time basis unless otherwise specified by NORTH EAST SMALL FINANCE BANK LTD. to the User. Hence the User shall not be able to give any instruction to NORTH EAST SMALL FINANCE BANK LTD. to stop the payment from the Account and the amount debited from the Account shall not be reversed back to the Account. However if the User has scheduled a transaction to be processed on a future date and wishes to cancel the transaction and/or give any instructions to NORTH EAST SMALL FINANCE BANK LTD. to stop the payment from the Account, the User shall be required to make such cancellations / give stop payment instructions online /in writing under his/her signature one day prior to the schedule date of the transaction.

16. MINIMUM BALANCE

The Bank may, at its discretion, stipulate at any time for maintaining certain minimum balance or levy any charges for availing the Internet Banking services of the Bank. The user shall ensure that there are sufficient funds (or prearranged credit facilities) in any Account for transactions through the Internet Banking, and North East Small Finance Bank Ltd. shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that North East Small Finance Bank Ltd. shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the user and the user shall be responsible to repay along with interest; at rate applicable on overdraft loans; the resulting overdraft, advance or credit thereby created and for all related to costs and charges.

North East Small Finance Bank Ltd. may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation North East Small Finance Bank Ltd. may levy service charges for use of Internet Banking which will be notified by North East Small Finance Bank Ltd. to the user from time to time. Any change in such service charges will also be notified to the user. The user authorises North East Small Finance Bank Ltd. to recover all charges related to Internet Banking as determined by North East Small Finance Bank Ltd. from time to time by debiting one or more of the Accounts.

North East Small Finance Bank Ltd. may withdraw the provision of Internet Banking, wholly or partly, if at any time the balance amount falls short of the required minimum as aforesaid and / or if the service charges remain unpaid, without giving any further notice to the user and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

17. JOINT ACCOUNTS



In case of Joint Accounts, transactions through Internet Banking shall be available if the mode of operation is indicated as 'either or survivor' or 'any one or survivor' or 'former or survivor'. The User desirous of using the Internet Banking should either be the Account holder and sole signatory or authorised to act independently in case of a joint account. For such joint accounts, one User-ID and password for Internet Banking will be issued to one of the joint account holders when requested. The other joint account holders shall expressly agree with the arrangement and give undertaking on the application form for use of Internet Banking. In case of joint accounts operated by more than one User, North East Small Finance Bank Ltd. shall act on the instruction received first and any subsequent instruction shall not be considered. All correspondence will be addressed to the first named person only. All transactions arising from the use of Internet Banking in the joint account shall be binding on all the joint account holders, jointly and severally.

18. MINOR'S ACCOUNT

In case of accounts opened for and on behalf of minors, the Internet Banking facility shall not be made available to the minor. The natural guardian of the minor shall be permitted to use Internet banking with only 'Limited Transaction' rights. The natural guardian shall undertake to give all instructions relating to the operation of the account and further undertake not to reveal the User ID and Password to the minor, which if done so, will be at the risk and consequences of the guardian and the Bank shall not be liable for any loss on that account in case the account is operated by the minor. In such an event the transaction will be deemed to have been undertaken by the guardian.

19. APPLICABILITY TO FUTURE ACCOUNTS

North East Small Finance Bank Ltd. and the User agree that if the User opens further Accounts with/subscribes to any of the products/services of North East Small Finance Bank Ltd., and North East Small Finance Bank Ltd. extends the Internet Banking to such Accounts or products or services and the User opts for use thereof, then the Terms shall automatically apply to such further use of the Internet Banking by the User.

20. CHARGES

North East Small Finance Bank Ltd. reserves the right to charge and recover from the user service charge for providing the Internet Banking (including but not limited to the right of charging the user for the use of funds transfer). The user hereby authorises North East Small Finance Bank Ltd. to recover the service charge by debiting one or more of the Accounts of the user. Failure to do so shall result in recovery of the service charge by North East Small Finance Bank Ltd. in a suitable manner along with interest, if any, and/or suspension of the facility of Internet Banking without any liability to North East Small Finance Bank Ltd. and without any intimation to the User in that respect.

21. FUNDS TRANSFER THROUGH INTERNET BANKING

The User accepts that he will be responsible for keying in the correct account number /all particulars of the beneficiary for the fund transfer request. In no case, North East Small Finance Bank Ltd. will

be held liable for any erroneous transactions incurred arising out of or relating to the User entering wrong /incomplete account numbers / particulars of beneficiary.

The User shall not use or attempt to use the Internet Banking for funds transfer without sufficient funds in the relative Account or without a pre-existing arrangement with North East Small Finance Bank Ltd. for the grant of an overdraft. North East Small Finance Bank Ltd. will endeavor to effect funds transfer transaction received through Internet Banking subject to availability of sufficient funds in the Account and Confirmation of Beneficiary Registration by the User. North East Small Finance Bank Ltd. shall specify from time to time the limit for carrying out various kinds of funds transfer or any other services through Internet Banking. The said facility will be provided as per conditions specified by North East Small Finance Bank Ltd. from time to time.

North East Small Finance Bank Ltd. 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 including non-confirmation of Beneficiary Registration. North East Small Finance Bank Ltd. reserves the right to charge the User for the use of funds transfer by giving due notice on the website about such charges.

A. FUNDS TRANSFER TO BANK'S / RBI EXTANT GUIDELINES

If funds transfer is made available to the user, it may be used for transfer of funds from user account to her/his other accounts or to third party accounts, maintained at North East Small Finance Bank Ltd. or at any other Bank which falls under the network of Reserve Bank of India's Electronic Fund Transfer System, the same shall be governed by the Terms of Service (Terms & Conditions) applicable to National Electronic Fund Transfer ("NEFT") and Real-Time Gross Settlement System ("RTGS") of the Reserve Bank of India.

B. BILL PAYMENTS

The User agrees and accepts the Internet Banking services as provided by the Bank at his/her requests to carry out his/her bill payments through Internet Banking services of the Bank has made available to him/her from time to time. If the bill amount exceeds the maximum limit set up by the User for "Auto Pay", the bill will be set for manual payment. The User has to provide correct identification details as registered with the biller. In case of any change in the identification details, it is the User's responsibility to register the changes immediately. Any dispute on bill details will be settled directly by the User with the Biller and the Bank's responsibility is limited to provision of information only. The User shall make payments at least few* working days prior to the due date of the bill. The User further agrees that it shall solely be the User's responsibility to schedule payments at least few* working days prior to the due date of the bill. In the event of late payment, the User shall be liable for late payment charges and other consequence as may be enforced by the Biller. The User has no objection whatsoever to the billing company providing his/her billing details to the Bank.

The User unconditionally agrees that he/she shall not hold the Bank liable for:

1. Such transactions that are carried out on his/her instructions by the Bank in good faith.
2. Accepting instructions given by any one of the Users in case of joint accounts.
3. For any loss or damage incurred or suffered by him/her due to any error, defect, failure or interruption in the provision of bill payment services arising from or caused by any reason whatsoever.



4. Withdrawing/suspending the facility wholly/partially. However the Bank will endeavor to notify the User through its website or through any legally recognized medium of communication or otherwise as found suitable by the Bank.

The User agrees that the record of instructions given and transactions with the Bank shall be conclusive proof and binding for all purposes and can be used as evidence in any proceedings.

*few may mean 3 to 7 working days, depending upon biller and varies from biller to biller.

C. MERCHANT PAYMENTS

The Bank provides the facility of payment for transactions executed on Internet through different sites. The Bank will execute such transactions and will be responsible for transferring the amount debited from the User's account to the Service /merchants' account. The Bank shall not be held responsible for failure of such transactions. In no event shall the Bank be held responsible/liable for any informational content provided on any such site or for any deficiency in the services/products offered by such sites.

22. HOT PAYMENT FACILITY

North East Small Finance Bank Ltd. provides the facility of payment for transactions executed on internet through different sites. North East Small Finance Bank Ltd. will execute such transactions only for the sites specified on its website <https://netbanking.nesfb.com/RIB> and will be responsible for transferring the amount debited to the customer to the Account maintained by the Service Provider however it will not be held responsible for any information content on any other site.

23. LIABILITY OF THE USER AND NORTH EAST SMALL FINANCE BANK

North East Small Finance Bank Ltd. shall not be liable for any unauthorised transactions occurring through the Internet Banking and the user hereby fully indemnifies and holds North East Small Finance Bank Ltd. harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. North East Small Finance Bank Ltd. shall under no circumstance be held liable to the user if the Internet Banking is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of North East Small Finance Bank Ltd. Under no circumstances shall North East Small Finance Bank Ltd. be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the user or by any other person. Illegal or improper use of the Internet Banking shall render the user liable for



payment of financial charges as decided by North East Small Finance Bank Ltd. or will result in suspension of the operations through the Internet Banking.

Notwithstanding anything contained in the terms, due to the nature of Internet Banking, North East Small Finance Bank Ltd. shall not be responsible for any loss or damage to the User's data, software, computer, telecommunication or other equipment caused by using the Internet Banking.

24. ACCURACY OF INFORMATION

The user is responsible for the correctness of information supplied to North East Small Finance Bank Ltd. for use of the Internet Banking / while using any facility of Internet Banking or through any other means such as electronic mail or written communication. North East Small Finance Bank Ltd. accepts no liability for the consequences arising out of erroneous information supplied by the user. If the user notices an error in the information supplied to North East Small Finance Bank Ltd. either in the application form or any other communication, he shall immediately advise North East Small Finance Bank Ltd. which will endeavor to correct the error wherever possible on a "reasonable efforts" basis. Be it stated that North East Small Finance Bank Ltd. is not responsible/ liable for the consequences arising out of erroneous information before its correction as indicated before.

25. INDEMNITY

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

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

- (i) a violation of the Terms contained herein by the user;
- (ii) any deletions, additions, insertions or alterations to, or any unauthorized use of, Internet Banking by the user;

- (iii) any misrepresentation or breach of representation or warranty made by the user contained herein;
- (iv) Any breach of any covenant or obligation to be performed by the user hereunder. The user agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

The user further agrees to indemnify, in case the password is forgotten or gets locked after a number of incorrect attempts or accidentally divulged or any other reason and a new password is allotted to him by the Bank at her request; the bank and its successors or assigns against all action proceeding claim, demand, cost, losses, expenses and liability whatsoever which may be brought or made against Bank and its successors or assigns, its directors, employees, representatives, agents and/or affiliates in consequences of issuing "New Password" to him and shall keep the Bank harmless in case of any financial loss suffered by the Bank due to misuse of her Previous / New password by the user or any third person and operate the Bank's account or whatsoever by way of availing Internet Banking facility of the bank, which may result into loss to the bank for issuing such "Password".

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

26. DISCLOSURE OF INFORMATION

The User agrees that North East Small Finance Bank Ltd. and/or their contractors may hold and process her personal Information and all other information concerning her Account(s) on computer or otherwise in connection with the Internet Banking Service as well as for analysis, credit scoring and marketing. The User also agrees that North East Small Finance Bank Ltd. may disclose, in strict confidence, to other institutions, such personal Information as may be reasonably necessary for reasons inclusive of but not limited to for participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognised credit scoring agencies, or for fraud prevention purposes.

27. BANK'S LIEN

To the extent of all outstanding dues, whatsoever, arising as a result of using Internet Banking Service extended to and/or used by the User, North East Small Finance Bank Ltd. shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any accounts of the User/s, whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of North East Small Finance Bank Ltd. (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the User/s in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of North East Small Finance Bank Ltd.'s services extended to and/or used by the User/s and/or as a result of any other facilities that may be granted by North East Small Finance Bank Ltd. to the



User/s. North East Small Finance Bank Ltd. is entitled without any notice to the User/s to settle any indebtedness whatsoever owed by the User/s to North East Small Finance Bank Ltd. (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the User/s with North East Small Finance Bank Ltd. notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. North East Small Finance Bank Ltd.'s rights hereunder shall not be affected by the User/s' bankruptcy, death or winding-up. It shall be the User/s' sole responsibility and liability to settle all disputes/ objections with any such joint account holders.

28. PROPRIETARY RIGHTS

The user acknowledges that the software underlying the Internet Banking as well as other Internet related software which are required for accessing Internet Banking are the legal property of the respective vendors. The permission given by North East Small Finance Bank Ltd. to access Internet Banking will not convey any proprietary or ownership rights in any trade mark, logos, service rights or in any such software or reports / logs generated from such software. The user shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking or create any derivative product based on the software.

29. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

The copyright, trademarks, logos, slogans and service marks displayed on the website(s) are registered and unregistered intellectual property rights of Bank or of respective intellectual property right owners. Nothing contained on the website(s) should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any intellectual property displayed on the website(s) without the written permission of Bank or such third party that may own the intellectual property displayed on the website(s).

Bank grants the right to access the website(s) to the User and use the Internet Banking Services in accordance with the Terms of Service (Terms & Conditions) mentioned herein. The User acknowledges that the Services including, but not limited to, text, content, photographs, video, audio and/or graphics, are either the property of, or used with permission by, Bank and/or by the content providers and may be protected by applicable copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of India and other countries, and the applicable Terms of Service (Terms & Conditions).

The User should assume that everything he/she views or reads on the website (collectively referred to as "content") is copyrighted/ protected by intellectual property laws unless otherwise provided and may not be used, except as provided in these Terms of Service (Terms & Conditions), without the prior written permission of Bank or the relevant copyright owner.

Any breach of the restrictions on use provided in these terms is expressly prohibited by law, and may result in severe civil and criminal penalties. Bank shall be entitled to obtain equitable relief (including all damage, direct, indirect, consequential and exemplary) over and above all other remedies available to it, to protect its interests therein.

30. DISCLAIMER OF WARRANTIES

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

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

North East Small Finance Bank Ltd. does not warrant that access to the Website and Internet Banking shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website or use, accuracy or reliability of Internet Banking.

North East Small Finance Bank Ltd. will not be liable for any virus, malicious code / contaminant that may enter the User's system as a result of the User using Internet Banking. North East Small Finance Bank Ltd. does not guarantee to the User or any other third party that Internet Banking would be virus, malicious code free.

31. NON-TRANSFERABILITY

The Internet Banking Service of the Bank shall be used only by the User and is not transferable under any circumstance.

32. PRIVACY POLICY

At North East Small Finance Bank Ltd. we recognize the importance of protecting the confidentiality and security of any personal information that we obtain from visitors of the web site. We are strongly committed to safeguarding your privacy online and have established the following privacy policy that will apply to you, as a visitor of the site:

You are not required to provide any personal information on the website unless you choose to do so. By submitting your personal information and pressing the 'submit' button, you consent to the content of the Privacy Policy and accept the conditions set out herein;

- A. We do not sell or rent personal information.
- B. We do not release client information, except upon a client's authorization or when permitted or required by law.
- C. We will only share the information with such third parties including our vendors for the purpose of Bank's functioning and to the extent required by law or for regulatory purposes & in accordance of Government's / RBI instructions.
- D. NESFB reserves the right to add, amend, revise, or suspend the privacy policy from time to time.

33. CHANGE OF TERMS AND CONDITIONS

North East Small Finance Bank Ltd. shall have the absolute discretion to amend or supplement any of the Terms at any time and will endeavour to give prior notice of fifteen days for such changes wherever feasible except for changes to interest rates and/ or other variations that are subject to market changes. The Bank may introduce new services from time to time. The availability of the new services will be notified to the User as and when they become available. Any changes to the Terms and conditions due to introduction of new services will be communicated to the User. By using any new services as may be introduced by North East Small Finance Bank Ltd., the User shall be deemed to have accepted the changed Terms and Conditions applicable.

34. TERMINATION OF INTERNET BANKING SERVICE

The user may request for termination of the Internet Banking any time by giving a written notice to North East Small Finance Bank Ltd. The termination shall take effect on the completion of the fifteenth day from the date of receipt of notice. The user will remain responsible for any transactions made through the Internet Banking until the time of such termination.

North East Small Finance Bank Ltd. may withdraw or terminate the Internet Banking anytime either entirely or with reference to a specific service or user; or in case of breach of Terms by the user without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the user.

The closure of all accounts of the User will automatically terminate the Internet Banking Service.

35. COMMUNICATIONS THROUGH ELECTRONIC MEANS

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

36. NOTICES

Notices under these Terms of Service (Terms & Conditions) to the customer may be given through any medium of communication as may be deemed appropriate by the Bank i.e. Bank's website (**www.NESFB.com**) and the Bank's Internet banking website (**<https://netbanking.nesfb.com/RIB/>**) or email, SMS, in writing by delivering them by hand or by sending them by post to the last address given by the User, public notification at Branches, or through newspapers, radio, TV etc. Such notices will have the same effect as a notice served individually to each customer and in the case of North East Small Finance Bank Ltd. to its Head Office address as set out hereinabove. North East Small

Finance Bank Ltd. shall in no way be held responsible for non-receipt of the notice by the User. Such notices will have the same effect as a notice served individually to each User.

37. ASSIGNMENT

North East Small Finance Bank Ltd. shall be entitled to sell, assign, securities or transfer North East Small Finance Bank Ltd.'s right and obligations under the Terms and any security being in favour of North East Small Finance Bank Ltd. (including all guarantee/s) to any person of North East Small Finance Bank Ltd.'s choice in whole or in part and in such manner and on such terms and conditions as North East Small Finance Bank Ltd. may decide. Any such sale, assignment, securitisation or transfer shall conclusively bind the user and all other persons. The user, her heirs, legal representatives, executors, administrators and successors are bound by the Terms. North East Small Finance Bank Ltd. may sub-contract and employ agents to carry out any of its obligations under the contract. However, the user shall not be entitled to transfer or assign any of her rights and obligations hereunder.

38. THIRD PARTY LINKS

The Site may provide hyperlinks to websites not controlled by NESFB and such hyperlinks do not imply any endorsement, agreement on, or support of the content, products and /or services of such websites. NESFB doesn't editorially control the content, products and /or services on such websites and shall not be liable, in any nature whatsoever, for the access to, or the inability to access to, or the use, inability to use or content available on or through such websites.

The site may contain links to other sites. NESFB does not control the information collection of sites that can be reached through links from or any site controlled by NESFB. If you have questions about the data collection procedures or privacy policy of linked sites, please contact those sites directly.

39. FORCE MAJEURE

The Bank shall not be liable for delay in performing or failure to perform any of its obligations under these Terms of Service (Terms & Conditions) which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, natural calamities, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving the Bank's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of the Terms of Service (Terms & Conditions) and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

40. DISCLAIMER ON THE INFORMATION TECHNOLOGY ACT 2000

The Bank has adopted the mode of authentication of the User by means of verification of the User ID and or through verification of password or through any other mode of verification as may be stipulated at the discretion of the Bank. The User hereby agrees/consents for the mode of

verification adopted by the Bank. The User agrees that the transactions carried out or put through by the aforesaid mode shall be valid, binding and enforceable against the User and shall not be entitled to raise any dispute questioning the transactions.

41. DISCLAIMER ON ANTI VIRUS UPDATE

The User needs to get his PCs/laptops/Mobiles Phone/Tabs etc. scanned on a regular basis and be updated with the latest antivirus software available. The Bank shall not be responsible in case of any data loss or theft due to the virus transmitted in the system through the usage of Internet Banking.

42. GOVERNING LAW

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

The user confirms to adhere to all applicable regulations & guidelines prevalent currently or issued in future by the Reserve Bank of India.

I/we hereby declare that I/we have read the above terms & conditions and understood and accept them & agree to abide by it & shall be binding on me/us.