

TERMS AND CONDITIONS FOR DOORSTEP BANKING SERVICES

These Terms and Conditions apply to and regulate the provision of doorstep banking services offered by AU Bank for 'pick-up and delivery' of, cheques, demand drafts and business banking documents/instruments (hereinafter referred to as "Services") by accepting the Instructions communicated through registered number/ facsimile transmission of the client.

1. In these terms and conditions, the following words and phrases have the meaning stated hereunder unless indicated otherwise: "Account" refers to the current/ savings account of the accountholder with AU Bank in India, which is designated as eligible account by AU Bank for the purposes of availing the aforesaid Services. "Client" refers to a person referred in the service request form having an Account with AU Bank and applying for availing the Services, whose Instruction has been accepted by AU Bank. "AU Bank" or "the Bank" refers to AU Small Finance Bank Limited, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at 19-A, Dhuleshwar Garden, Ajmer Road, JAIPUR - 302 017. instructions for pickup and/or delivery, cheques, demand drafts and documents relating to banking business from the specified location("Pick-up Location" or "Delivery Location") and any other location as may be mutually agreed between the Bank and the Client from time to time and as may be sent by the Client to AU Bank by means of a telephone and/or facsimile transmission from the registered number of the client.

2. The client accepts and acknowledges that the services may be provided with the involvement of a correspondent bank(s) ("Correspondent Bank") and /or any counter or other duly authorised service provider ("Service Provider") and the client hereby authorises the Bank to appoint as the Bank deems necessary any such correspondent Bank and/or third party who will act upon the instructions of the Bank to provide the Services to the client on behalf of the Bank. The Bank shall be responsible for the acts or omissions of the Service Provider. Before the commencement of the services, the Bank shall advise the Client, the name and other relevant details of the service provider appointed for the pick-up and delivery of Cheque/instrument / documents,

3. The Client agrees to reconcile its statement of account on a regular basis and notify the Bank in writing of any discrepancies within 7 days from the date the statement of account is delivered to the Client. In the absence of such notification, the statement of account shall be deemed correct and accepted by the Client.

4. The Client agrees and undertakes to duly comply with its obligations in terms of the processes as detailed in service request form sent by AU Bank, and to duly remit the payments for the Services rendered by AU Bank as detailed in service request form.

5. The Client agrees and understands that AU Bank shall act upon the Instructions sent by facsimile only if in the opinion of concerned officer of AU Bank such Instructions are clear and unambiguous. The decision of the officer of AU Bank whether any such Instructions are clear and ambiguous or not and all actions of AU Bank thereof shall be conclusive and binding on the Client. This clause shall not preclude AU Bank from exercising its absolute discretion to act or not to act on any or all Instructions.

6. The Client agrees and acknowledges that transmission of information through facsimile or telephone is not a secure means of sending information and may be subject to tampering and unauthorized access, fraudulently or mistakenly written, altered or sent, and not be received in whole or in part by the intended recipient, which may be including but not limited to: i. the Instructions may be fraudulently written or altered. ii. the Instructions may reach AU Bank in jumbled state or in a manner or shape that it may be misunderstood. iii. the Instructions may not be received by AU Bank or the facsimile machine may be unattended to at the time of receipt of Instructions and/or may be received by AU Bank only partially. iv. there may be a mistake in understanding the message.
7. The Client shall continue to be bound by all or any action of AU Bank in complying with the Instructions given to AU Bank by facsimile even if such Instruction has been countermanded by a subsequent Instruction or any written order or direction of the Client, if AU Bank has already commenced acting upon the first of such Instructions (without prejudice to it having received and acted upon a subsequent Instruction or written order or direction) or even in the event the facility as specified of receiving Instructions has been discontinued or suspended.
8. The Client shall maintain a Minimum balance of INR _____ on an average per Month in the following accounts. In the event the average per Monthly balance falls below the above-mentioned amount, the bank shall be at liberty to withdraw such Services. The services may be resumed by the Bank at its discretion subject to resumption charges being paid, as specified by the Bank.
9. All records maintained by the Bank of such pick up/delivery transactions of the Client and such other details (including but not limited to the date,) pursuant to the Services shall be deemed conclusive evidence of such pick-up/delivery transaction.
10. The Client acknowledges and confirms that the Client is aware of the possible risks involved in providing pickup & delivery services on the Client's Instruction and the Bank is hereby irrevocably and unconditionally authorised to act on the Client's Instruction for the said services. The Client agrees to unconditionally and irrevocably indemnify and keep indemnified the Bank from time to time and at all times hereafter in respect of liability including interest, costs, charges, expenses, damages and losses (including all legal expenses on a full indemnity basis) on account of providing the services which shall have arisen either directly or indirectly out of or in connection with the Bank accepting the instructions given or deemed to have been given or purportedly given by the Client, including but not limited to the Client, the Client handing over self/ bearer cheques to the cheque pick-up / delivery agency appointed by AU Bank in lieu of the cash delivered to the Client premises without ensuring that the "Paid" stamp of the cash delivery agency is affixed on the cheque in the Client's presence.
11. Without prejudice to anything contained in Clause 17 below, the Client agrees acknowledges and undertakes that the Services proposed to be offered by AU Bank should be construed as mere extension of the banking services offered at any of its branches and the liability of AU Bank is limited to the extent as if the transaction is/was conducted at the AU Bank branch, whether or not the same is confirmed in writing by the Client.

12. AU Bank shall not be liable for any inaccuracy, error or delay in, or omission of, (1) any data, information or message in the Facsimile Instruction, or (2) the transmission or delivery of any Facsimile Instruction; or (3) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance, or (iii) interruption in any such data, information or message, due either to any act or omission by AU Bank due to failure of operational systems or any requirement of law or any internal policy of AU Bank or due to “force majeure” (e.g., flood, extraordinary weather condition, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, equipment or software malfunction) or any other cause beyond the reasonable control of AU Bank, and in case of tampering and unauthorized access to providing of Instruction, Instructions that are fraudulently or mistakenly written, altered or sent, and that the Instruction may not be received in whole or in part by the intended recipient.

13. The Client agrees that AU Bank shall not be liable if: a) the Client has breached any of the Terms and Conditions, contained herein or b) the Client has contributed to or the loss is a result of failure on part of the Client to advise AU Bank within a reasonable time about unauthorized access of or erroneous transactions in the Account by use of the Services; The Client agrees that AU Bank may at such times as AU Bank may deem fit, instruct the Client to approach AU Bank branch with the acknowledgement provided by the agent to the Client at the time of the execution of the Instruction.

14. AU Bank may, at its sole and absolute discretion, act on any Instruction made by the Client to AU Bank, or which AU Bank reasonably believes to have been made by the Client.

15. The Client agrees and acknowledges to waive off its 'right to claim' for the Services to be provided at its doorstep and that AU Bank is under no obligation whatsoever to accept an Instruction tough facsimile transmission or telephonically. Further, without limiting the generality of the foregoing, AU Bank shall not be deemed to have accepted any Instruction unless and until AU Bank receives the complete Instruction on a business day and during the normal business hours of AU Bank.

16. The Client is responsible for the accuracy and authenticity of the Instructions provided to AU Bank and the same shall, subject to these Terms and Conditions, be considered sufficient to provide the Services. AU Bank shall not be required to independently verify the veracity, authenticity or validity of the Instructions. AU Bank shall have no liability if it does not or is unable to stop or prevent the carrying out of or the execution/implementation of an Instruction that is subsequently countermanded by the Client. Where AU Bank considers the Instructions to be inconsistent or contradictory it may seek clarification from the Client before acting on any Instruction of the Client or act upon any such Instruction as it deems fit. AU Bank has no liability or obligation to keep a record of the Instructions to provide information to the Client or for verifying Client's Instructions. AU Bank may refuse to comply with the Instructions without assigning any reason or notice 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 Services or carrying out of Instructions if it has reason to believe that the Client's Instructions will lead or expose to direct or indirect loss to AU Bank, or AU Bank may require

an indemnity and/or other security/comfort from the Client before continuing to restore/perform the Services and/or Instructions.

17. AU Bank shall be responsible for the acts of omission and or commission of the agent/service provider appointed by AU Bank for the purposes of providing Services to the Client.

18. The Client acknowledges and agrees that the Instructions for the Services shall be processed by AU Bank only if the same are received by AU Bank in the prescribed time and manner.

19. The Client agrees and acknowledges that the Services shall be provided by AU Bank at the communication address of the Client available with AU Bank at the time of the Client applying for availing the Services. In case of any instruction provided by the Client for getting the communication address changed in the records of AU Bank in a manner as may be prescribed by AU Bank, such changed communication address shall be used by AU Bank for providing the Services to the Client. The change in address shall be processed after a valid address proof for the same is submitted by the client.

20. The Client agrees, confirms and undertakes to pay to AU Bank such charges/fees/expenses as may be notified to the Client by AU Bank at its sole discretion from time to time for organizing the Services. The Client further agrees and confirms that the acknowledgement and confirmation receipt to be furnished by the Client on the sheet provided by the agency/service provider would be a final and binding acknowledgement and confirmation of receipt of documents by the Client. The charges for the provision of the services including any revised charges if any will be debited from the Client's account without prior notification to the Client. The charges may be revised from time to time by the Bank with prior notification to the Client.

21. The Client confirms that AU Bank is authorized to debit the Clients' account with amounts in pursuance to any Instructions under the facility being provided herein notwithstanding any other requirement contained in any law and practice including but not limited to Negotiable Instrument Act, 1881.

22. Under no circumstances, shall AU Bank, its employees, directors involved in providing the Services be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of the Services resulting from providing the Services, unauthorized access or alteration of Facsimile Instruction or arising from interruption, suspension or termination of the cheque collection and delivery services or any inability of AU Bank to receive instructions, directions, orders or other communications from the Client or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise except in case of wilful default or gross negligence on the part of AU Bank. Provided that notwithstanding anything to the contrary contained herein, the aggregate liability of AU Bank under this arrangement shall not exceed the service charges received by AU Bank from the Client under this arrangement.

23. The Client hereby authorizes AU Bank to charge the Account held with AU Bank with any sum of money that is payable by the Client, if any, in connection with a transaction carried out by AU Bank including bank charges for such transactions in reliance on an instruction.

24. The Client agrees to comply with such security procedure as may be prescribed by AU Bank from time to time for purpose of sending Instructions. i) The Client undertakes not to disclose the security procedure to any person except to the Client authorized representatives. ii) If the Client or one of the Client's authorized representatives is of the opinion or has reason to believe that the authentication procedure may be known by an unauthorized person, the Client must notify AU Bank immediately. iii) If AU Bank receives an Instruction that purports to have been transmitted or authorized by the Client, one of the Client's authorized representatives or any other person and the Client's current authentication procedure has been used:

- AU Bank may rely on that Instruction and shall not be obliged to make any verification for authentication purposes; and
- Such Instruction will be deemed effective as a valid Instruction by the Client

25. The Client undertakes to confirm in writing every Instruction (by sending the original physical copy of the Instruction to AU Bank). The Client hereby authorizes that AU Bank shall be absolutely entitled to accept and act on an Instruction prior to receiving written confirmation from the Client and that any action taken in pursuance of the Instruction shall be valid even if such written confirmation is not received by AU Bank.

26. At any time, AU Bank may give notice to the Client, in such manner as it may deem fit, that it shall not accept further Instructions and that notice shall be deemed to be effective against the Client on receipt of the same. A Client will be deemed to have received the same immediately in case AU Bank sends the notice through facsimile or after two (2) days in case the notice is sent by post/courier.

27. AU Bank reserves the right to charge and recover from the Client fees along with applicable taxes for availing the Services at any time as it may deem fit. Failure to pay the charges/fees (including applicable taxes) on or before the specified date will render the Client liable for payment of interest at such rate as may be stipulated by AU Bank and/or withdrawal of the Services without any liability to AU Bank.

28. The Services provided to the Client is not transferable under any circumstance and shall be used only by the Client. However, AU Bank shall have the right to transfer, assign or sell all its rights under this terms, shall continue to be in force and effect for the benefit of the successors and assigns of AU Bank.

29. AU Bank shall have the absolute discretion to amend or supplement any of the Terms and Conditions, features and benefits offered on the Services including, without limitation to, changes which affect charges or rates and methods of calculation at any time. The Client shall be liable for all charges incurred and all other obligations under these revised Terms and Conditions until all the amounts under the Services so provided by AU Bank are repaid in full. AU Bank may communicate the amended Terms and Conditions by hosting the same on its website or in any other manner as decided by AU Bank. The Client shall be responsible for regularly reviewing these Terms and

Conditions including amendments thereto as may be posted on the website of AU Bank and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Services.

30. AU Bank may, at its discretion, withdraw temporarily or terminate the Services, either wholly or in part, at any time without giving prior notice to the Client. AU Bank may, without prior notice, suspend the Services at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Services. AU Bank shall Endeavour to give a reasonable notice for withdrawal or termination of the Services. At any time, AU Bank may give notice to the Client, in such manner as it may deem fit, including but not limited to, posting the notice on bank site on the Terms and Conditions page that it shall not accept further Instructions and that notice shall be deemed to be effective against the Client on receipt of the same. AU Bank may suspend or terminate the Services without prior notice if the Client has breached these Terms and Conditions or AU Bank learns of the death, bankruptcy or lack of legal capacity of the Client.

31. These Terms and Conditions shall be governed by the laws of India. The Parties hereby agree that any legal action or proceedings arising out of the Terms and Conditions shall be brought in the courts or tribunals at Jaipur in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. AU Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms and Conditions in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction. Any provision of the Terms and Conditions which are 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 and Conditions or affect such provision in any other jurisdiction. All disputes or differences between customer and the AU Bank shall be referred to arbitration, in accordance with provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in the English language, and shall be presided over by a sole arbitrator, appointed by the Bank. The venue of arbitration shall be at Jaipur. In respect of the matters where it is determined in an arbitration proceeding conducted in accordance with the preceding paragraph that (i) the arbitration proceeding provided in such paragraph is unenforceable; or (ii) the subject matter thereof is non-arbitrable under the Indian Arbitration and Conciliation Act 1996, as amended, in such a situation, courts in Jaipur, India will have exclusive jurisdiction in relation to such matters, each party irrevocably waives any right it may have to object to an action being brought in any of those courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.

32. AU Bank reserves the right to revise the policies, features and benefits offered through the Services from time to time and may notify the Client of any such revisions/changes by giving proper in advance. The Client will be bound by such revisions/changes unless the Client terminates the Services. The Client shall comply with all such terms and conditions as AU Bank may prescribe from time to time for the Services availed of by the Client. All such transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, tele service 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 AU Bank, for and in respect of such facilities/

services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed by AU Bank for such facilities/ services, as may be prescribed from time to time

33. If the provision of the service by the Bank shall be prevented, suspended or postponed due to any force majeure causes, including but not limited to strikes or lockouts or riots or civil commotion or other acts of God or acts of Government, changes in legislation, or any cause of whatsoever nature beyond the reasonable control of the Bank, the Bank shall be relieved of its obligations hereunder in so far as its provision of the services was so prevented or hindered or is said failure was so caused as aforesaid and the Bank shall not be deemed to be in default so long as any such event or the effect thereof persists.

34. The services are being offered as a courtesy and shall be at the discretion of the Bank. Without prejudice to anything contained above, the Client agrees acknowledges and undertakes that these services are only an extension of the services being offered at the respective branches of the bank and in the event of inability of the Bank to offer services at the doorstep of the Client, the services will continue to be available at the Bank's branches unless there is a force majeure event. The Bank's rights and responsibilities in respect of the transactions sought to be undertaken using the services shall be the same as if such transactions were carried out at the Bank's branches. Client shall neither have any right to claim the services on demand nor have any right to any damages or costs suffered due to inability of the Bank to offer the services at any time. The bank may discontinue the services at any time without any prior notice. The Bank shall not be obliged to assign any reason for such discontinuance and shall not entail any legal or financial liability for such discontinuance.