

This document lays out the Terms and Conditions which shall be applicable to all the accounts which are existing or may be opened anytime in future with YES BANK. The words Customer refer to the person(s) who opens the account and shall include both singular and plural. Reference to masculine shall include the feminine and neuter gender. The "Bank"/YES BANK" refers to YES BANK Ltd., a banking company incorporated in India under the Companies Act 1956 and having its registered office at Nehru Centre, 9th Floor, Discovery of India, Dr A B Road, Worli, Mumbai 400 018

1. GENERAL -APPLICABLE TO ALL SERVICES

1.1 Definitions: In these Terms and Conditions, unless the context otherwise requires,

1. "Account" refers to any account of the Customer with YES BANK in India, which is designated as eligible account by YES BANK for the Services/Facilities.
2. "Application Form" means, as the context may permit or require, the Account opening application form submitted by the Customer to the Bank for applying for and availing of the Services/Facilities and all other information, particulars, clarifications and declarations, if any, furnished by the Customer or any other person from time to time in connection with the Account.
3. "ATM/DEBIT Card" refers to the card issued by YES BANK to its Customers for effecting transactions at ATMs/EDCs/POS/Internet Payment Gateway/any other mode as intimated by YES BANK from time to time and shall include E Com Debit Cards.
4. "Authorised Signatory(ies)" means the person(s) appointed by the Customer for the purpose of giving instructions on behalf of the Customer to the Bank.
5. "Business Day" means a day other than a Sunday or Public Holiday as defined under Section 25 of Negotiable Instrument Act, 1881 on which banks in Mumbai/India are open to transact business of banking.
6. "Customer" shall refer to the person / persons whose details are more particularly set out in the Account opening documents and shall include individuals, partnership firms represented by their/its partners, body corporate represented by its authorized representatives, trust represented by the trustees/authorized representatives, Hindu Undivided Family represented through its Karta/coparceners, Society represented by its authorized representatives, proprietorship concern represented by the proprietor.

7. "Minimum Average Quarterly Balance" refers to the least amount required to open an account, to maintain the account and avoid the penal charges for non maintenance of the said minimum balance.

"Minimum Total Quarterly Throughput" refers to the least value of qualifying transactions required to be routed through the account to avoid the penal charges for not maintaining minimum Average Quarterly Balance as wells as not meeting the minimum Total Quarterly Throughput requirement.

8. "NEFT" means National Electronic Funds Transfer system of RBI

9. "Personal Information" refers to the information provided by the Customer to YES BANK.

10. "RTGS" stands for Real Time Gross Settlement. RTGS system is a funds transfer mechanism where transfer of money takes place from one bank to another on a "real time" and on "gross" basis.

11. "Schedule of Fees/Charges" shall mean schedule of fees/charges as prescribed by the Bank from time to time on the Bank's website/ branches etc.

12. "Services/Facilities" shall mean the services/facilities provided by YES BANK, from time to time, in connection with the Customer's account including Savings Accounts, Salary Account, Term Deposit Accounts, Current Account, ATM/Debit Cards, Phone Banking, Mobile Banking Door step Banking and Internet Banking or such other service intimated subsequently.

13. "Website" refers to the website owned, established and maintained by YES BANK located at the URL www.yesbank.in or any modifications or amendments thereto.

1.2 The Customer hereby agrees to abide by the Bank's General Terms and Conditions and rules in force and the changes thereto in the General Terms and Conditions from time to time relating to his/her/its account as communicated and made available on the Website.

1.3 The Customer agrees and confirms that in consonance with these General Terms & Conditions, the Customer shall adhere to special product specific Terms and Conditions as Bank may prescribe from time to time. The Customer agrees and confirms that any other Services/Facilities may be offered at the discretion of the Bank, on special conditions, which may be separately agreed to between the Customer and the Bank. In case of conflict between any of these General Terms and Conditions and special product

specific Terms and Conditions of any Services/Facilities, such special product specific Terms and Conditions shall, in case of the particular Services/Facilities to which they relate, prevail.

1.4 The Customer agrees that the opening and maintenance of the Account is subject to rules and regulations introduced or amended from time to time by the Reserve Bank of India or any other regulatory body. The customer agrees that the bank before opening any deposit account, will carry out a due diligence as required under Know Your Customer guidelines of the bank. The customer would be required to submit necessary documents or proofs, such as identity, address, signature, photograph and any such information to meet with KYC, AML or other statutory/regulatory requirements. Further, after the account is opened, in compliance with the extant regulatory guidelines, the customer agrees to submit the above documents again at periodic intervals, as may be required by the Bank.

1.5 The Customer agrees that the Bank can at its sole discretion; amend terms and conditions governing any of the Services/Facilities provided to Customer's Accounts either wholly or partially at any time.

1.6 The Bank shall allot a Customer identification number ("ID") to each Customer. The identification number is common for all accounts operated in the same name and style, in addition to unique account number for each account. The identification number once allotted needs to be quoted while opening any further accounts in the same style. The account number is to be quoted in pay in slip/cheques issued by the Customer and in all correspondence.

1.7 The Customer agrees that any change in the Customer's account status or change of address will be immediately informed to the Bank failing which the Customer shall be responsible for any non-receipt of communication/deliverables or the same being delivered at the Customer's old address. Any change in account status or change of address will be effective within 7 days from the date of receipt of such notice by the Bank provided requisite documents are submitted along with the request.

1.8 The Customer agrees that all instructions relating to the Customer's Account will be issued to the Bank as per acceptable mode of communication to the Bank.

1.9 The Customer agrees to preserve the Customer's cheque book/ATM Card/Debit Card/ Personal Identification Number carefully. In case of loss/theft of the same the Customer shall immediately inform the Bank in writing.

1.10 The Customer agrees that the Customer shall maintain the minimum Average Quarterly Balance (AQB) in the customer's account or route transactions of value which is at least equivalent to the minimum Total Quarterly Throughput (TQT) as prescribed by the Bank from time to time through the Schedule of Charges. Further, the Customer agrees and accepts that the Customer shall be liable to pay the non maintenance charges if neither the minimum AQB is maintained in the account nor minimum TQT requirement is met with. The non maintenance charges as described above shall be as intimated by the Bank from time to time. AQB and TQT for an account will be calculated in the following manner:

Average Quarterly Balance = Average of Daily Closing Balance for the Quarter = Summation of daily closing balance/ Actual no. of calendar days in the quarter; i.e. for e.g. for Apr-Jun quarter, Actual no. of Days = 91, AQB = Closing balance (Day1+Day2+Day3+.... +Day 91)/91

Total Quarterly Throughput = Total value of qualifying transactions in INR for the quarter i.e. for e.g. Apr-Jun quarter, Actual no. of Days = 91, Value of qualifying transactions (Day1+Day2+Day3+.... +Day91).

1.11 Customer agrees that notwithstanding any waiver/reduction granted by the bank on minimum

average balance requirement, bank reserves the right to revise the requirement of maintaining minimum average balance in the account by providing a notice of 30 calendar days to the customer.

1.12 Grouping of accounts for the purpose of maintaining minimum average balance: The bank at its sole discretion may allow grouping of certain accounts for the purpose of calculating the average balance to be maintained by the customer with the bank at a relationship level across various banking accounts. For such cases, the calculation of average balances and the required minimum average balance shall be done as follows:

Minimum average balance required = Sum of minimum average balance requirement (Account 1 + Account 2 +...Account n)

Average quarterly balance for the relationship = Sum of average quarterly balance (Account 1 + Account 2 + ... Account n)

If Average quarterly balance for the relationship > Minimum average balance required, then no additional charges will be levied by the Bank for non-maintenance of minimum average balance.

If Average quarterly balance for the relationship < Minimum average balance required, then each account included in the group will be evaluated for minimum average balance requirement / total quarterly throughput requirement. All accounts not meeting the minimum average balance requirement as well as total quarterly throughput requirement will be charged for not meeting the minimum average balance requirement.

1.13 The Customer agrees that the Customer shall not pay any amount in cash to any sales representative of the Bank at the time of opening an account or for carrying out any transaction in the normal course of the business. The Customer agrees to deposit cash only at the Bank's teller counters at the branch premises or by any other mode allowed by the Bank.

1.14 On the Customer's request and at the discretion of the Bank, Bank shall register mandate / power of attorney given by the Customer authorizing another person as the Authorized Signatory(ies)/power of attorney holder to operate the account on behalf of the Customer. The Customer agrees that the mandate/ power of attorney holder may give instructions including but not limited to operation, closure of the Account or for any withdrawal of any the said Services/Facilities. The Customer agrees and undertakes to keep the Bank informed of any revocation of any such mandate/Power of attorney issued by the Customer, failing which the Customer agrees and confirms not to hold the Bank liable for any loss or damage that may be caused as a result of Bank acting or carrying out any instructions given by such mandate/power of attorney holder.

1.15 The Customer agrees to execute necessary writings in the form and manner as may be required by the Bank in order to execute Customer's instructions by fax or email to the Bank. The Customer understands that this facility may be provided by the Bank under its absolute discretion on Customer's specific request.

The Customer hereby acknowledges that: a) sending information by facsimile/email is not a secure means of sending information; b) The Customer is aware of the risks involved in sending facsimile / email instructions, including the risk that facsimile / email instructions may: (i) be fraudulently or mistakenly written, altered or sent (in case

of facsimile instructions); or (ii) not be received in whole or in part by the intended recipient;

The Bank may (but shall not be obliged to) act without inquiry as to the Customer's identity or authority or as to the authenticity of any facsimile / email message and may treat the same as fully authorized by and binding on the Customer regardless of the circumstances prevailing at the time of instruction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery, or lack of authority in relation thereto, and without requiring any confirmation provided that the concerned person acting on behalf of the Bank believes the instruction to be genuine

In consideration of the Bank acting and/or agreeing to act pursuant to any instructions provided through fax/email, the Customer hereby agrees to indemnify the Bank at all times and keep indemnified from and against all actions, suits, proceedings, cost, claims, demands, charges, expenses, losses and liabilities howsoever arising in consequence of or in any way related to the Bank having acted or omitted to act in accordance with or pursuant to any instruction.

Within one Business Day on which any instructions are transmitted to the Bank by facsimile/ email, the Customer shall deliver to the Bank, a hard (and in original) copy of the Instruction/s in writing signed by the Customer or the Authorized Person(s) and each hard copy shall be marked with the wordings "CONFIRMATION OF FAX/EMAIL" in bold letters on the top itself.

PROVIDED THAT the Bank may, but shall not be obliged to, await receipt of the hard copy prior to taking any action in connection with any instructions and the absence of or omission to deliver such writing shall not be in any manner construed to mean that such instructions were not given by the Customer and/or the Authorized Person(s).

The Customer shall be unconditionally bound by the facsimile instructions and in the event of any discrepancy between the facsimile instructions and the written instructions, the facsimile instructions shall prevail and the particulars and transactions as contained therein, shall be deemed to be the primary document evidencing the facsimile instructions.

The Customer agrees that the Customer shall not hold the Bank responsible or liable for any loss incurred by the Customer pursuant to the Bank not being able to act on the basis of a instruction transmitted by facsimile for any reason whatsoever, including in the event that the facsimile transmission or any part thereof, is not legible, is garbled,

erroneous, self-contradictory, incomplete or unclear or that an instruction is received at or beyond the close of banking business hours or not on a banking Business Day. The Bank will not be responsible for errors in the facsimile instructions or partially garbled or illegible or incomplete facsimile transmission or other causes

The Bank shall only act on complete, unambiguous and clear instructions and will not be responsible for intimating the Customer in case of errors, garbled, illegible or incomplete transmissions. The Bank may, in its absolute discretion, decide not to act upon any facsimile instructions if it, in good faith, has doubts as to the validity or authenticity of the same and may notify the Customer in this behalf.

The Bank shall not be responsible/liable for acting on any instructions transmitted to the Bank by facsimile in the event the facsimile transmission or any part thereof, is illegible, garbled, erroneous, self-contradictory, incomplete or unclear or in the absence of the original written instructions not delivered to the Bank.

The Bank may at any time without assigning any reason and with a prior written notice of 7 days withdraw this facility.

In the event the Customer(s) is/are not desirous of availing this facility, the Customer(s) shall deliver to the Bank a prior written notice of 7 (seven) days in this behalf. All requests entered by the Customer, either electronically or otherwise, are sole responsibility of the Customer. The Bank shall not be deemed to have received any request electronically transmitted by the Customer until it confirms the receipt of such request.

1.16 Bank may at the request of the Customer, provide to the Customer, through electronic medium, information pertaining to the Accounts, Trade Transactions, Cash Management Services, Capital Market Services as may be requested by the Customer such as account statements, MIS on Trade transactions, Debit/Credit Advices, Document Arrival Notice, Cash Management Services related MIS etc.

Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, telephone, short message services or in the form of an available download from any website maintained by Bank and/or its affiliates and identified for such purposes. The Bank would be deemed to have fulfilled its legal obligation to deliver to the Customer any document if such document is sent via electronic means. Failure to advise Bank of any difficulty in opening a document so delivered within

twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.

The Bank does not hold out any warranty and makes no representation about the accuracy, authenticity, completeness of the information provided through electronic medium. While Bank shall Endeavour to provide the information promptly the Bank shall under, no circumstance, be held liable to the Customer if the services herein are not rendered in the desired manner for reasons beyond the control of the Bank,, including due to failure of operational systems or any requirement of law. Further, the Bank shall not be liable, in any manner whatsoever, for any change, modification, alteration, variation and/or tampering of the information sent by the Bank to any person including the Customer.

The Customer agrees and acknowledges that the Bank shall not be liable and shall in no way be held responsible for any damages whatsoever whether such damages are direct, indirect, incidental or consequential and irrespective of whether any claim is based on loss of revenue, interruption of business, information disclosed by the Bank regarding Customer's accounts or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. Neither Bank nor its affiliates shall be liable for any unauthorized persons accessing the records and/or accounts/information sent through the electronic medium to the Customer by the Bank.

The Customer agrees, confirms and understands that the Bank may in its absolute discretion, discontinue any of the services completely or partially without any notice to the Customer. The Customer shall advise the Bank immediately in the agreed manner as acceptable to the Bank, in case of any change in the above details and information given to the Bank for availing any Accounts, Trade Transactions, Cash Management Services, Capital Market Services as may be requested by the Customer such as account statements, MIS on Trade transactions, Debit/Credit Advices, Document Arrival Notice, Cash Management Services related MIS etc . The Customer agrees and confirms that the he/they shall not hold the Bank liable for any delay or non-receipt or error in the SMS Alert sent by the Bank or on account of wrong mobile number provided by the such Customer to the Bank. The Customer agrees and understands that under the SMS Alert service offered by the Bank it will enable the Customer to receive customized Alert messages through SMS over their mobile phone as chosen by the Customer and informed to the Bank, with respect to various events and transactions.

1.17 The Customer agrees and acknowledges that the cheque books, Debit/ATM Cards & PINs will be dispatched by courier/messenger/mail or through any other mode by the Bank at its discretion to the address notified by the Customer for correspondence.

1.18 The Customer agrees that the Bank shall, unless requested by the Customer in writing to the contrary, issue cheque book on the opening of the Account. Further issue of cheque books will be only against written requisition by the Customer or through ATM, Phone Banking, Mobile Banking or Net Banking. The Customer agrees that any alterations, if any, on cheques shall be required to be "authenticated" by the Customer's signature against each such alteration. The Bank has the right to refuse payment of cheques which may have been altered in any way.

1.19 The Customer understands that transactions will be entertained during normal banking hours at the branch where the relationship is maintained or at any other YES BANK branches. The Customer agrees that Bank shall not be liable for any delay on account of any failure of connectivity and the services will not be available on the day(s) when the branch is closed.

1.20 The Customer agrees and undertakes to ensure that there would be sufficient funds/clear balance/pre-arranged credit facilities in the Customer's account for effecting transactions. The Customer agrees that the Bank shall not be liable for any consequences arising out of non-compliance by the Bank of the Customer's instructions due to inadequacy of funds and the Bank may at its sole discretion decide to carry out the instructions notwithstanding the inadequacy of funds without prior approval from or notice to the Customer and the Customer shall be liable to repay with interest the resulting advance, overdraft or credit thereby created and all related charges arising thereby at rate applicable on such facilities from time

1.21 The Customer agrees that in the event of an account being overdrawn, the Bank reserves the right to set off this amount against any credit lying in any of the Customer's Accounts without any prior notice.

1.22 The Customer understands that the Bank endeavors to provide the Services/Facilities on best effort basis and the Customer agrees that the Customer shall not hold the Bank liable for any losses etc, including consequent losses to the Customer on account of disruption, delay or non availability of any/all Services/Facilities due to any technical fault or any reason beyond the reasonable control of the Bank.

1.23 The Customer hereby agrees that in a Joint Account, the Customer and the other joint applicant shall be singly and jointly liable for any Overdraft, even if the application cum demand promissory note is signed by any one of applicants singly.

1.24 The Customer agrees that any change in operational instructions or any other information with regard to the Application form will be given by all the Joint account holders or by the mandate/ power of attorney holder(s), if any.

1.25 The Customer agrees that the Customer shall only deposit into the account monies which the Customer is legally entitled to deposit. The Customer understands and acknowledges that the Bank is entitled to information with regard to source of any monies being deposited in the Customer's account and the Customer shall, upon demand, without demur or dispute, inform the Bank of any such source of monies.

i. The Customer understands and confirms that If a cheque credited to the Customer Account is subsequently dishonored, the amount thereof will be debited from the Customer Account and the cheque returned to the Customer at the Customer's mailing address as per the Bank's records (subject to these Terms and Conditions) and the Bank shall levy applicable charges. All Cash withdrawals shall be permitted only through the printed cheque forms/ withdrawal slips supplied by the Bank and/or through the ATM/Debit/Credit Cards issued by the Bank and/or any other mode as may be intimated by the Bank from time to time.

ii. The Customer hereby authorises the Bank to reverse any entries erroneously passed, with or without notice to/from the Customer; and to debit/credit the Customer Account to the extent required to correct any erroneous entries that may have been inadvertently made by the Bank.

The Customer hereby understands and confirms that in case of the death of the Customer, the Bank shall have the right to release the money lying to the credit of the Customer's Account to the nominee appointed by the Customer and/or Customer's legal heirs who shall hold the said funds/items etc. in the capacity of the trustee of the Customer's survivor(s)/legal heirs. The Bank may retain any and all funds in the Account of the Customer until it establishes the identity and credentials of the successor(s) at its sole satisfaction, and the Bank reserves the right to demand and inspect requisite documentation in this regard, including a succession certificate/probate of a will. In case the Account is a joint account where the account is opened with the survivorship clause ("either or survivor" or "anyone or survivor" or "former or survivor" or "latter or survivor"), the Customer agrees that in the event of

death, insolvency or withdrawal of any one or more of the Account holders, the balance in the Joint Account shall be paid to the surviving Joint Account holder(s) and in the event there are no surviving Joint Account holder(s) to the nominee(s), if any or to the legal heirs of the Joint Account holder(s) subject to the discretion of the Bank, provided there is no dispute among the survivor or survivors or legal heirs or there is no order from the competent court restraining the Bank from making the payment from the Account. Without prejudice to the foregoing, in the event of the death of the Customer, the Bank reserves the right to pursue all courses available to it under law and equity, at its discretion to recover any outstandings from the Customer's. Notwithstanding the aforesaid, Customer(s) agree that in case of term/fixed deposit with "Either or Survivor" or "Former or Survivor" mandate, Bank is permitted to allow premature withdrawal of the term/fixed deposit by the surviving joint depositor on the death of the other, in case there is a joint mandate from the joint depositors to this effect.

1.26 The Customer understands that if the Customer wants his / her operative account at one branch to be transferred to another branch, the Customer shall give the request in writing along with unused cheque books.

1.27 Statements

a. The Customer agrees and acknowledges that to help to manage the Customer's Account and check entries in it, the Bank shall provide the Customer with a monthly/quarterly statement of account, unless it is not a facility granted under the type of account opted by the Customer.

b. The Bank may provide the Customer with Account statements more often than is normally available on the Customer's Account, at a charge. This charge will be indicated in the Schedule of Fees/Charges made available by the Bank.

1.28 The Customer understands that duplicate statements may be issued at Customer's request for a fee as specified in Schedule of Fees/ Charges and such duplicate statements are issued only for a period not exceeding 36 months prior to the date of request.

1.29 Changes to Terms and Conditions and Schedule of Fee/Charges

a) The Customer agrees and confirms that the Bank shall notify any changes in the Terms and Conditions herein contained or to the Schedule of Fee/Charges through any of the following channels :i) Account statements/ Pass book

ii) ATMs iii) Notice Board at each branch iv) Internet, including email and website v) Newspaper vi) Written communication to the Customer's address registered in the Bank's records, or vii) Any other mode.

b) Normally, changes will be made with prospective effect after giving notice of one month.

c) If the Bank has made any change without notice, the Bank will notify the change within 30 days from the date of change. If such change is to the Customer's disadvantage, the Customer may within 60 days from the date of intimation of said change by the Bank, without giving any further notice close the Account or switch it without having to pay any extra charges or interest.

d) If the Bank has made a major change or a lot of minor changes in any one year, the Bank will, on request give to the Customer a copy of the new/revised terms and conditions/ Schedule of Fees/Charges or a summary of the changes.

e) In case the schedule of charges is revised and made effective during the quarter, any quarterly charges applicable on the account at the end of the quarter will be calculated as per the new schedule of charges.

1.30 Transfer of funds via NEFT and/or RTGS :

The Customer undertakes to execute such other documents and writings in addition to the instructions for making transfer of funds via NEFT and/or RTGS facility, in a form and manner satisfactory to the YES BANK, as YES BANK may require. Any such instruction issued by the Customer shall be irrevocable. However, YES BANK may, in its sole and absolute discretion without being obligated to do so, revoke any instruction under exceptional conditions and the decision of YES BANK shall be final as to what shall be treated as exceptional conditions.

Bank shall act upon instructions for transfer of funds using the NEFT/RTGS system of RBI ("the Instructions") only upon receipt of complete information required for initiating such transfer of funds for giving effect to the Instructions.

The Customer understands that the transaction shall be initiated by YES BANK for NEFT and RTGS, on the date of the instruction and/or in the manner provided by the Bank at the time of availing such service.

The Customer understands that the transaction may be rejected or cancelled in case the instructions and or /any information provided by the Customer does not meet the

security procedures of YES BANK / the Reserve Bank of India/ the beneficiary bank. The Customer also understands that the transaction may also be cancelled/rejected due to any of the reasons like "the designated account of beneficiary not being maintained by the beneficiary bank, an attachment order having been passed the designated beneficiary account by a competent authority/court, details pertaining to the beneficiary/beneficiary account details recorded with the Beneficiary bank does not match , or any other reasons beyond the Customer hereby understands that for RTGS / NEFT transfers, the instruction shall be rejected in the event of the beneficiary bank branch not being part of such clearing.

The Customer ensures and confirms that the account to be credited, in accordance with these instructions, is not an account on which there are restrictions, as per applicable law, on crediting monies and YES BANK shall be entitled to charge such fees and charges as it determines as adequate for provision of the NEFT/RTGS and as specified in Schedule of Fees/ Charges. Without prejudice to any other rights of recovery that YES BANK may have, YES BANK shall be entitled to debit any of the Customer's account held with the YES BANK for any such fees.

YES BANK may accept and act upon the instruction based on any one field in the Application Form.

The Customer acknowledges and understands that the completion of transactions for transfer of funds based on the Customer's instruction shall involve various counter-parties. The Customer confirms that YES BANK shall not be held liable or responsible for any delays/deficiencies in settlement of a transaction due to system constraints, actions of other parties or any other circumstances outside the control of the YES BANK.

Without prejudice to the generality of the foregoing, the Customer agrees to indemnify and save, keep harmless and keep indemnified YES BANK against any improper/ fraudulent instructions purporting to be received from the Customer and/or for furnishing incomplete information.

The Customer understands that the provision of NEFT/RTGS is subject to Indian laws and the guidelines and regulations issued from time to time by the Reserve Bank of India in this behalf.

The Customer understands that the Reserve Bank of India and/or any other agency/company appointed by the Reserve Bank of India in this regard shall be an

intermediary/ a service provider in the process of settlement of a transaction initiated using any of NEFT/RTGS and, subject to the availability of sufficient funds in the Account, a transaction should be deemed to be complete in all respects a) in case of RTGS fund transfer facility upon settlement of the transaction upon the central system of the Reserve Bank of India, b) in case of NEFT fund transfer facility if the transaction message is not returned unaffected by YES BANK within a reasonable time (decision of YES BANK as regards reasonable time shall be final). RTGS and NEFT transaction shall be deemed to be settled at the time when the Account has been debited and the account of the beneficiary has been credited in central system of

The Customer understands that YES BANK may amend the above terms and conditions, at any time, and such amended terms and conditions will thereupon apply to and be binding on the Customer.

Minimum And Maximum amount stipulation for RTGS: The Customer understands that the RTGS system is primarily for a large value transactions. The present minimum amount to be remitted through RTGS is Rs.2 lakh (Subject to change basis guidelines issued by Reserve Bank of India in this regard) and there is no upper ceiling for RTGS transactions.

1.31 Disclosure:

The Customer irrevocably authorises the Bank to disclose, as and when the Bank is required to do so in order to comply with the applicable laws or when the Bank regards such disclosure as necessary or expedient, (including but not limited to disclosures for the purpose of credit review of any Account, service/s or credit facilities received by the Customer from the Bank whether singly or jointly with others or otherwise), any information relating to the Customer, Customer's Account(s) or other assets or credit facilities whatsoever held on Customer's behalf to :

- (i) the head office, affiliates, or any other branches or subsidiaries of YES BANK their auditors, professional advisers and any other
- (ii) person(s) under a duty of confidentiality to the Bank;
- (iii) Any statutory, judicial, quasi judicial authority and/or local body as and when directed/required;
- (iv) vendors, installers, maintainers or servicers of the Bank's computer systems;

- (v) any exchange, market, or other authority or regulatory body having jurisdiction over the Bank, its head office or any other branch of YES BANK or over any transactions effected by the Customer or the Customer's Account;
- (vi) any party entitled to make such demand or request;
- (vii) any person with whom the Bank contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under the Terms;
- (viii) any person (including any agent, contractor or third party service provider) with whom the Bank contracts or proposes to contract with regard to the provision of Services/Facilities in respect of the Customer's Account(s) or Facilities (as the case may be) or in connection with the operation of the Bank's business;
- (ix) any person employed with, or engaged as an agent by, the Bank or its head office or affiliates, including any relationship officers for the purposes of or in connection with interactions with the Customer or providing Services/Facilities to the Customer or processing transactions pertaining to the Customer's Accounts or Facilities; and
- (x) to enable the Bank to centralize or outsource its data processing and other administrative operations to the Bank's head office, its affiliates or third parties engaged by the Bank for any such services/operations.

The Customer agrees and consents that the Bank shall be entitled, in connection with the Customer's application for any Account, Services/Facilities provided by the Bank, or during the course of Customer's relationship with the Bank, to obtain and procure information pertaining to the Customer or any

Disclosure of Information to Credit Information Bureau (India) Ltd (CIBIL):

The Customer understands that as a pre-condition, relating to grant of the loans/ advances/ other fund-based and non-fund-based credit facilities to the Customer, the Bank, requires Customer's consent for the disclosure by the Bank of information and data relating to the Customer, of the credit facility availed of/to be availed, by the Customer, obligations assumed/ to be assumed, by the Customer, in relation thereto and default, if any, committed by the Customer, in discharge thereof. Accordingly, the Customer agrees and gives consent for the disclosure by the Bank of all or any such;

- (a) information and data relating to the Customer

(b) the information or data relating to any credit facility availed of/ to be availed, by the Customer,

(c) default, if any, committed by the Customer in discharge of the Customer's such obligation, As the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by RBI, declare that the information and data furnished by the Customer to the Bank is / are true and correct. and

The Customer undertakes that:

The Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and The Credit Information Bureau (India) Ltd. and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/

1.32 Non Transferability

The Customer understands and confirms that the Account and the Services/Facilities (shall mean the "Services/Facilities" provided by YES BANK in connection with the Customer's account and more particularly described in these Terms) provided to the Customer is/ are not transferable under any circumstance and shall be used only by the Customer. However, YES BANK shall have the right to transfer, assign or sell all its rights, benefits or obligations to any person and these Terms shall continue to be in force and effect for the benefit of the successors and assigns of YES BANK.

1.33 Force Majeure:

The Customer agrees and confirms that the Bank shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of the Bank to perform any of its obligations under these General Terms and Conditions or those applicable specifically to its Services/Facilities if performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure event continues.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Bank, including without limitations, unavailability of any communication systems, breach, or virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, acts of god, civil commotion, strikes or industrial action of any

kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc.

1.34 Fees and Charges:

Without prejudice to the generality of the rights that YES BANK has under the Contract Act, 1872 or any other statutory legislation, the Customer hereby acknowledges and understands that charges in connection with the operation of the Account and the Services/Facilities would be levied from time to time.

Details of the current applicable fees/charges will be displayed in the branches of the Bank and/or Website and will provide details on following:

i. Schedule of Charges/ Fees;

ii. a list of services which are rendered free of charge.

iii. charges leviable including but not limited to non maintenance of minimum balances in the savings bank account, collection of outstation cheques, issue of Demand Draft and cheques books, account statement, account closure and charges for deposit/withdrawal at ATM locations. Information about the penalties liable in case of nonobservance/ violation of any of the terms and conditions governing the product/ Services/Facilities chosen by the Customer.

Any government charges, duties or taxes payable as a result of any use of any of the Services/Facilities shall, if imposed upon the Bank (either directly or indirectly), be debited to the Customer's Account. The Customer also authorizes the Bank to deduct from the Customer's Account, any expenses the Bank may incur in collecting money which Customer owes to the Bank in connection with any Services/Facilities (including, without limitation, legal expenses and fees). The charges/fees may be revised by the Bank, at the Bank's absolute discretion from time to time by giving prior notice. The Bank may debit the Customer's Account with the full amount of costs, charges, fees and penalties payable for Services rendered by the Bank whether in respect of the Customer's Account or otherwise.

1.35 Indemnity:

The Customer agrees that the Customer shall indemnify and hold the Bank harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing any of the Services/Facilities or due to any negligence/mistake/misconduct on by the Customer or breach or non-compliance by the Customer of any of the Terms and Conditions relating to any of the Services/Facilities or by reason of the Bank in good faith taking or refusing to take action on any instruction given by the Customer. The Customer further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the Customer notwithstanding withdrawal of any Services/Facility(ies) of the Bank or closure, for any reason whatsoever, of the Account or suspension or cancellation of any or all Services/Facility(ies) of the Bank.

1.36 Right of Lien/Set off:

The Customer grants and confirms the existence of the right of lien and set-off with the Bank, which the Bank may at any time without prejudice to any of its specific rights under any other agreements with the Customer, at its sole discretion and without notice to the Customer utilize to appropriate any moneys/shares/securities/assets/properties belonging to the Customer and lying/deposited with the Bank or due by the Bank to the Customer, towards any of the dues and outstanding payable by the Customer to the Bank under or in respect of any Services/ Facilities, including any charges/fees/dues payable under these Terms and Conditions.

Terms & Conditions as applicable to Foreign Currency Accounts & Foreign Currency

All Transactions related to or involving foreign currency, here in referred as "FCY", will be subject to an INR equivalent "Conversion Rate" as decided by the Bank from time to time. Since FCY conversion rate is subject to frequent changes with-in a day due to market conditions, such conversion rate will be dependent upon the interbank rate (IBR) for the relevant currency, type of transaction to be executed and additional markup/Margin to cover daily fluctuation with-in day of the specific FCY. Such currency & transaction specific conversion rate will be available at the nearest Branch. Customer agrees that records of YBL obtained regarding the FCY Inter Bank rate will be conclusive and final regarding the existence and accuracy of such rate.

The Customer shall solely be responsible for ensuring full compliance with FEMA rules or any other such rules regulations related to foreign currency including but not limited to FERA etc., regulations or notifications issued there under, applicable laws and

regulations in any relevant jurisdiction in connection with establishment of customer/Client relationship with the Bank and for any/ all transactions undertaken by the Customer/Client through the Bank and the Customer/Client indemnifies and will keep indemnified the Bank from all actions including but not limited to proceedings, claims, losses, damages, costs and expenses (including legal costs on account of solicitor and for costs incurred in connection with any regulatory or legal proceedings) which may be brought against or suffered or incurred by the Bank in connection with any failure on the part of the Customer to comply with any such applicable laws/regulations.

Transaction /Operation related to or including FCY will be subject to "Conversion Rate" as defined above. Customer/Client agrees to pay or bear such conversion rate applicable to specific currency type and/or transaction type. Customer/Client authorizes the Bank to debit relevant "Conversion Rate" along with Service tax and any charges as defined in the schedule of charge/or as applicable.

"YES BANK may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/services."

1.38 Miscellaneous:

(i) The Customer acknowledges and understands that information/Instructions may be recorded at / stored at /transmitted to various locations and be accessed by personnel of the Bank (and its affiliates). The Customer authorizes the Bank to use the information thus stored in any proceedings before any forum and relay, transmit or provide such information to any person whosoever in accordance with applicable law. The Customer authorises the Bank to, at its sole discretion, tape or record such instructions and rely

(ii) All Customers will automatically get registered with the Bank's Do Not Call Registry ("BDNCR") on opening an account/availing any service with/of the Bank. Consequently, the Customers registered on the BDNCR will not receive any marketing/solicitation calls on the telephone/mobile phone numbers of the Customers recorded with the Bank under the BDNCR. In case any existing Customers do not wish to receive marketing/solicitation calls, the said Customers may register themselves with the BDNCR by either writing to the bank or through the phone banking or internet banking.

(iii) The Customer and the Bank may, with regard to Customer's Account and/or certain Services/Facilities, agree to certain security procedures, designed to verify the origin and authenticity of communications such as enquiries, advices and instructions sent by the Customer or any person designated and authorized to do so on Customer's behalf (each a "Communication"). The Customer confirms that the Bank is not obliged to do anything other than what is contained in the procedures to establish the authority or identity of the person sending a Communication. The Bank is not responsible for errors or omissions made by the Customer or the duplication of any Communication by the Customer and may act on any Communication by reference to the Customer's Account number only. The Bank may act

(iv) The Customer agrees that the Customer shall not hold the Bank liable on account of the Bank acting in good faith on any instructions given by the Customer or on account of delay or inability on the part of the Bank to act immediately or at all on any of the Customer's instructions. In following any instructions with regard to any of Customer's Account and/or the Services/Facilities, the Bank will be doing so on a best effort basis.

(v) The Customer agrees to adhere to and comply with all such terms and conditions as YES BANK may prescribe from time to time,

1.39 Governing Law:

The Customer agrees and confirms that all claims, matters and disputes are subject to the jurisdiction of the competent courts in Mumbai. These Terms and Conditions and/or the operations in the Customer's accounts maintained by the Bank and/or the use of the Services/Facilities provided by the Bank shall be governed by the laws of the Republic of India. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. YES BANK may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms in any other court, tribunal or other appropriate forum, and the Customer hereby consents to that jurisdiction. Any provision of the Terms that 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.

1.40 Holiday Processing

The Customer understands and acknowledges that any transactions on any Sunday or any public holiday may be shown in the Account, at the sole discretion of YES BANK,

as having taken place on the same or subsequent Business Day of YES BANK. All deductions/accretions on such amount shall be deducted/accrued as of such day determined by the Bank. YES BANK shall not be responsible for any loss of interest or liability incurred/suffered by the Customer including but not limited to return of cheques, loss of interest arising due to such transaction being not shown on the day the same actually occurred. The Cheques, / drafts, / pay orders / or like deposited on any day which is a Sunday or public holiday or after the time of clearing for the day is sent for clearing on the next Business Day.

1.41 Notices

The Customer understands and acknowledges that notices in respect of the Account, the Services/Facilities in connection with the Account may be given by YES BANK either through email, post or fax, or posting a letter to the Customer's address or through any other mode. YES BANK may also give any notice by posting the notice on the Website and the same will be deemed to have been received by the Customer upon its publication on the Website. YES BANK may also publish notices of general nature, which are applicable to all Customers in a newspaper. Such notices will have the same effect as a notice served individually to each Customer. Notice and instructions shall be deemed to be served in due course of post or upon receipt in the case of hand delivery, cable, telex or facsimile. Any notice/communication sent by the Customer to the Bank shall consider as delivered only upon receipt of the same by the Bank.

1.42 Waiver

The Customer acknowledges and understands that Bank's failure to enforce any rights conferred by these Terms and Conditions or any law shall not be deemed to be a waiver of any such rights or operate so as to the exercise or enforcement thereof at any subsequent time, nor shall any single or partial exercise of any other right, power or privilege constitute as a waiver.

1.43 Severability

The Customer understands and acknowledges that each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under law, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

1.44 No Encumbrances

The Customer confirms that the Customer shall not create or permit to subsist, any encumbrance or third party interest over or against any account(s) with YES BANK or any monies lying therein without YES BANK's express prior written consent.

1.45 Closure / Freeze of The Account:

The Customer understands and confirms that YES BANK reserves the right to terminate/ close the Account after giving the Customer the required notice of 30 days, for any reason whatsoever. However in case of abnormal circumstances including improper conduct of accounts, YES BANK shall have the right to close or terminate the Account/ Services without giving any notice.

The Customer understands and confirms that YES BANK may at any time without any notice at the Banks sole discretion freeze the Account under circumstances which are not normal including improper conduct of accounts and on the request of regulatory/statutory/police authorities.

The Customer agrees that the Bank, shall, in its sole discretion, at any time, without notice, be entitled to withdraw, discontinue, cancel, suspend and / or terminate any Services/Facilities availed by the Customer at the time of opening of the Account or suspend use of any particular devices and the Bank shall not be held liable for any loss or damage suffered by the Customer resulting in any way for such withdrawal, suspension or termination.

The Customer confirms that the Bank shall not be liable for any consequences arising out of such closure of account. The Bank may at any time at the Bank's sole discretion, without liability, refuse to accept any deposit or limit the amount that may be deposited return all or part of the deposit and discharge all liability. Upon receipt of notice from the Bank for closure of the Account, I shall immediately arrange to return the unused cheques leaves, ATM Debit cards and carry out the instruction of the Bank stipulated in the notice.

1.46 Dormant/ Inoperative Accounts:

The Customer understands and confirms that the Bank will

a. inform the Customer at the time of opening of the Customer's Account, as to what period of in-operation of the account or no Transactions being made in the Customer's Account, would render the account being classified as dormant/ inoperative account. The Customer will also be informed three months before the Account is classified as

dormant, inoperative or treated as unclaimed account and the consequences including the charges for reactivation thereof as per the Schedule of Fees/Charges;

b. inform the Customer about the procedure to be followed if the Customer wants to activate the account

c. For the purpose of this clause Transactions shall mean any credit or debit transactions done by the Customer in the Customer's Account through the following modes:

1. Transactions through cheque.
 2. Cash or cheque deposit.
 3. Withdrawal or deposit through ATM.
 4. Transaction through internet
 5. Transaction by standing instruction and ECS
 6. Transactions through Mobile/Phone/Kiosks.
 7. Transaction through Real Time Gross Settlement/National Electronic Funds Transfer
- d. If any account is classified as dormant/inoperative, in addition to carrying out other procedures prescribed by the bank (as per sub-clause b above), it is mandatory for the customer to visit the branch in person before the account can be activated again.

1.47 Instant Welcome Kits

The Bank at its sole discretion may offer to certain customers opening of accounts through an instant account welcome kit. All such accounts for which instant welcome kits are given to the customers are in an inactive state. These accounts will be activated only after all the documents required by the bank for the purpose of opening an account have been submitted by the customer.

1.48 Stop Payment Facility

The Customer agrees and confirms that the Bank will

I. accept stop payment instruction from the Customer in respect of cheque(s) issued by the Customer. Immediately on receipt of the Customer's instructions the Bank will give

acknowledgement and take action provided these cheques have not already been cleared by the Bank.

II. levy charges, if any, and the same will be included in the Schedule of Fees/ Charges as amended from time to time.

III. In case a cheque has been paid after stop payment instructions are acknowledged, the Bank will reimburse and compensate the Customer as per the compensation policy of the Bank.

IV. In case of a joint account or an Account with joint signatories, stop payment instructions or no debit instructions received from any one of the joint account holders or joint signatories with regard to the Account, operations of the Account shall allowed only in accordance with the applicable Account operating rules or on the discharge/consent of all the joint holders or joint signatories, as the case may be.

V. In addition to the Customer's obligations above, the Customer shall take all such other action as may be reasonable under the circumstances for issuing stop payment instructions and obtaining a replacement instrument from the holder thereof and shall not hold Bank liable for acting upon any instructions received from the Customer for the Stop Payment order.

1.49 Grievance Redressal

The Customer understands that Bank will assure of the best service at all times. If the Customer would like to share any grievances or offer suggestions for improvement in Customer services, the Customer understands that "Customer Day" is observed at all the offices of the Bank across the organisation covering Branches, Regional Offices and Head Office, on a specified day of the month as intimated by the Bank from time to time. The Customer understands that on the specified day, customer can join us at the nearest YES BANK branch, anytime between 3:00 pm to 5:00 pm, and engage with the branch manager for any of his query or complaint.

If the Customer would like to share any suggestion, opinion, feedback, scope of improvement or any complaint on any of the Bank Services/Facilities, then the Customer may either register the complaint in the Online Complaint Form or approach/write to the Branch Business Leader (Branch Manager) of the nearest Branch explaining the details concerned for immediate redressal.

The Customer understands that that on receipt of written complaint by the Bank, the Bank shall endeavor to send an acknowledgement/ a response within a reasonable period of time. If the complaint is relayed over phone at the Banks designated telephone helpdesk or Customer service number, the Bank shall provide the Customer with a complaint reference number and keep the Customer informed of the progress within a reasonable period of time.

After examining the matter, the Bank will send the Customer with a final response or explain the Customer why Bank needs more time to respond and Bank shall further endeavor to do so within a reasonable period of time of receipt of the complaint and guide the Customer how to take the complaint further and if the Customer is still not satisfied.

In the event of an unsatisfactory or no response:

a) from the Branch Manager within a reasonable period of time, the Customer can address concern to the Regional/Zonal Manager (Name & Contact details of the Regional Business Leaders displayed in the respective Branches)

b) from Regional/Zonal Manager within a reasonable period of time, the Customer can address his concern to the Banks Nodal Officer designated to deal with the Customers complaints/grievances by giving full details of the case. And still, the Customer does not receive any satisfactory response from the concerned officers as mentioned hereinabove, the Customer can address concern to the Chairman & Managing Director of the Bank and even after this, the Customer is not satisfied the Customer is free to take recourse to the following:

A. Directorate of Public Grievances, Govt. of India, Cabinet Secretariat,

B. The District Consumer Forum under Consumer Protection Act, 1985. The Customer understands that the Bank is covered under the Banking Ombudsman Scheme 2006 of the Reserve Bank of India which was introduced by Reserve Bank of India with the objective of enabling resolution of Customer complaints relating to the provision of Banking Products & Services/Facilities and to facilitate the satisfaction or settlement of such complaints. Under this scheme, any grievance against the Bank, if not addressed within 30 days, will be addressed to the Banking Ombudsman in charge of the region where the Customer holds the account details of which are available at www.bankingombudsman.rbi.org.in or at the nearest Branches. A copy of the scheme will also be available in all the Branches for the Customer's perusal.

Before approaching the Banking Ombudsman, the Customer agrees that:

- i) The Customer had made a written representation to the Bank, and the Bank has either rejected the complaint or the Customer had not received a satisfactory response within a period of one month after making the Complaint to the Bank or unsatisfactory response received by the Customer from the Bank.
- ii) The complaint is made not later than one year after receiving Banks reply or where no reply is received, not later than one year and one month after the date of representation to the Bank.
- iii) The Complaint had not been settled by the Ombudsman in any previous proceedings.
- iv) The complaint is not the subject matter of proceedings before any Court, tribunal, arbitrator or any other forum.
- v) The complaint is not frivolous or vexatious in nature.
- vi) the Complaint is made before the expiry of the period of limitation prescribed under the Indian Limitation Act, 1963 for such claims.

1.50 Banks will be responsible for the actions of their 'agent' (service provider including Direct Sales Agents / Direct Marketing Agents and recovery agents) and the confidentiality of information pertaining to the customers that is available with the 'agent' so defined.

2. SAVINGS ACCOUNTS

2.1 General Terms

- i) Savings Accounts can be opened in the names of individuals and other organizations such as society, trust etc. provided they meet with necessary statutory and legal laws/guidelines.
- ii) A savings Account cannot be opened for business purposes
- iii) Interest on savings bank accounts on a daily product (daily closing balance) basis with effect from April 1, 2010 at the rate in force in accordance with RBI directives. Interest so calculated is rounded up to the nearest rupee and calculated on the basis of 365 days a year (and incase of leap year on the basis of 366 days a year). Interest is paid every calendar quarter in June, September, December and March.

iv) The Customer agrees that any modification to the mode of operation in the Customer's Account can be effected by the Bank with the consent of all joint holders, if any. The Customer acknowledges that the Bank will not be entertaining any request for modification received without consent of all joint holders. The Customer further agrees and acknowledges that till such time the Bank shall continue to honor the instructions in accordance with the mode of operation agreed at the time of opening the account.

2.2 Types of Savings Account

2.2.1 Salary Accounts:

(i) Reversal of Salary Credits: The Customer irrevocably and unconditionally authorizes the Bank to, on the request of Customer's employer/Company, recover by marking hold on excess funds with immediate effect upon receipt of written request from the Customer's employer/Company and further debiting/reversal of credit, any excess amount credited by and/or on the instructions of the employer/company, subject to availability of funds into the Customer's account, along with communication to the customer, through any available mean. The Bank will not be held responsible and liable for any such hold funds/debit/reversal of credit carried out by the Bank, provided that a written request by the Customer's employer/Company is received within 3 (Three) business days from the day of credit of the excess amount.

Any request for reversal received after 3 (Three) business days from the day of credit of the excess amount will be executed by the Bank subject to the Employer submitting a written debit authorization note(Physical copy) from the customer and subject to availability of funds into the customer's account.

Notwithstanding the aforementioned, in case of any excess/discrepant credit by bank into Customer/employee account, the Customer/ employee irrevocably and unconditionally authorizes the Bank to; recover with immediate effect any excess amount (salary / reimbursements or any amount as requested) without any prior notice to the employee. The Bank will not be held responsible and liable for any such reversal of credit carried out to recover an excess amount wrongly credited (by the Bank). The Customer agrees that the Bank will not be held responsible and liable for any such reversal of credit carried out by the Bank. The customer will keep the Bank indemnified, saved, defended and harmless at all times from and against all costs, charges, expenses, damages, liabilities proceedings, actions, penalties, suits, litigations and claims which may be made on or instituted against or caused to or suffered or incurred by YES BANK arising as a result of such instructions.

(ii) Conversion of Salary Accounts: The Customer acknowledges that Customer's account has been opened with the Bank by virtue of Customer's employment with the employer/company and is designated as "Salary Account". I understand that pursuant to the arrangement between the employer/company and the Bank, at the sole discretion of the Bank the Customer may be entitled for certain facilities on the salary account only during the currency of the Customer's employment with the employer/company or till the subsistence of the arrangement between the employer/company and the Bank. The Customer shall notify the Bank about cessation of the Customer's employment with the employer/company.

(iii) The Customer agrees that the Bank may at its sole and absolute discretion discontinue any of the said Services/Facilities completely or partially on the salary account & convert the salary account into a standard savings account, if noticed that no amounts are credited for a continuous period of 3 months and/or on the instructions of the employer/company, in the event of Customer ceasing to be in the services of the employer/company for any reason whatsoever. The words "the employer/company" refers to any entity/company/partnership firms in which the Customer is employed and on whose request the salary account is opened with the Bank.

(iv) Customer agrees and consents that the Bank shall be entitled to relay/send service related SMS alerts on the mobile number of the Customer updated with the bank's records.

2.2.2 Basic Savings Account

(i) The Customer agrees that Bank shall open Basic Savings Account on Customer's request. The said account is a special type of account with no requirement of maintenance of Minimum Average Balance and payment of any maintenance fee.

(ii) The Customer is aware of the special features of this account and the charge applicable for various services pertaining to the said Account.

(iii) The customer understands that, as per regulatory guidelines, holders of Basic Savings Account are not eligible to open any other savings account in YES BANK

(iv) Thus, the customer agrees that if he/she has any other existing savings account(s) with YES BANK, then the customer is required to close such other savings account(s) within 30 days of opening the Basic Savings Account

(v) The customer accepts that the Bank reserves the right to close the other savings account(s) (if any), as applicable under the regulatory guidelines, if such account(s) is/are not closed by the customer within 30 days of opening the Basic Savings Account

2.2.3 Minors Account

i. An account may be opened on behalf of a Minor (A "Minor" shall mean a person who is not yet attained the age of majority by his/her natural guardian or by a guardian appointed by a court of competent jurisdiction. The guardian shall represent the Minor in all transactions in the above account until the said Minor attains majority. Upon the Minor attaining majority, the right of the guardian to operate the account shall cease.

ii. The guardian agrees that the Minor's account will not be entitled to any overdraft or any borrowing facility whatsoever

iii. The guardian agrees that on issue of ATM/Debit Card Channel / Internet Banking, all the Terms and Conditions as applicable to ATM/Debit Card Channel / Internet Banking and its usage mentioned herein shall apply.

iv. The guardian agrees and acknowledges that the withdrawal by the Minor, including through use of ATM/Debit Card Channel, attach no liability to the Minor personally on account of minority. Accordingly, the whole of such liability is assumed by the guardian and shall be discharged by the guardian alone. The guardian shall be fully bound by all debits to the Minor's account including through use of ATM/Debit card.

v. The guardian agrees that the Bank shall be entitled to debit any of his/her accounts to recover all charges, fees, interests, costs or any amounts overdrawn from the Minor's account.

vi. The guardian agrees to indemnify the Bank against all actions, claims, demands, proceedings, damages, losses, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of opening and operation of the Minor's account including withdrawals/transactions through use of ATM/Debit Card and further against all and any claims of the Minor for any withdrawal/transactions made by the guardian in the Minor's account.

vii. Conversion of minor account to major accounts: The bank allows opening of accounts/booking of term deposits for minors under guardianship of a related adult with the guardian fulfilling the Bank's KYC requirements. Upon the minor reaching the age of legal majority, such customers are required to submit the KYC documents as per

the banks requirement stipulated by the bank for re-designating the status of the customer/account. Till these documents are submitted by the customer by visiting the branch in person, the account/term deposit shall be blocked for any further operation from the date of the minor attaining majority.

2.2.4 Savings Select (Erstwhile SA-25)

1. The Customer shall maintain Minimum Average Quarterly Balance ("AQB") of Rs. 25,000 in the Savings Select Account.
2. The Customer authorizes the Bank to automatically sweep out monies in excess of Rs. 25,000 into a Term Deposit for a fixed tenor of 1 year 1 day at the prevailing card rates of the Bank ("Sweep out"). The Term Deposit so created shall be governed by the terms and conditions for Term Deposits as stated herein below.
3. Sweep Out shall be carried out by the Bank, every time balance in Savings Select Account is equal to or more than Rs. 50,000.
4. The maximum amount booked under a single Term Deposit shall not exceed Rs. 14 lacs per day and any amounts in excess of the same shall form a separate Term Deposit. The maximum amount of Sweep Out from a particular account in a day shall not exceed Rs. 70 lacs.
5. In case of balance in the Savings Select Account going below Rs. 25,000, the Customer authorizes the Bank to prematurely withdraw the Term Deposit to the extent of the shortfall to meet payment obligation of the Customer in that particular account ("Sweep In").
6. The Customer can also link existing Term Deposits with the Bank for the purpose of Sweep-In.
7. Such Term Deposits will carry the reinvestment option by default.

"Shubh Laabh"- The CASA Festival -Terms and Conditions

Current Account

These terms and conditions and the terms ("Terms") apply to and regulate the "Current Accounts Promo" ("Shubh Laabh").

1. Definitions:

In these Terms, which expression shall include all amendments and modifications made thereto from time to time, the following words and phrases have the meaning set below unless the context indicates otherwise:

“Shubh Laabh” shall mean the Current Account Promo to be run by YES BANK during the Promo Period “Promo Benefits” shall mean the benefits that shall be made available to the Account Holders. These benefits are as detailed herein below. “Promo Period” shall mean the period from October 17, 2011 to December 31, 2011 both dates inclusive. “Accounts” for the purpose of this Promo shall mean Current Accounts (CA 30, CA 70, CA 200, CA 500 only) to be opened with YES BANK during the Promo Period by customers “Primary Terms and Conditions” shall mean the terms and conditions applicable to Current Accounts as available on the site www.yesbank.in and as intimated to the Account holders from time to time “Average Quarterly Balance” shall mean the average balance to be maintained for Current Accounts as notified by YES BANK from time to time

2. Eligibility and Promo Benefits:

2.1 Eligibility Criteria This Promo is meant only for current account customers (CA 30, CA 70, CA 200, CA 500 only AQB holiday benefit will be only given to customers who fulfill the below two criterion

1. Initial funding should be equal to AQB value (at the time of account opening)
2. Minimum 3 customer induced debit transactions in each quarter

To be eligible for the Promo, customer needs to open any of the following Current Accounts with YES BANK during the Promo Period (CA 30, CA 70, CA 200, and CA 500 only) Promo Benefits.

2.2 Promo Benefits. The benefits of the above mentioned current account products would be as per the grid below Product Variant Promotional offer

CA 30/70

AQB holiday for 1 quarters excluding the opening quarter

CA 200/500

AQB holiday for 3 quarters excluding the opening quarter

All other services will be available to the customer as per the schedule of charges of the Account opened. These Promo Benefits cannot be combined with any other scheme and benefits. The Promo Benefits under the Promo are not transferable. YES BANK reserves the right to change any of the Promo Benefits at its sole discretion without any notice. Extension / Cancellation of the Promo Period shall be at the sole discretion of YES BANK.

3. Other Terms & Conditions: The Promo and opportunity for the Account holder to participate in the Promo are entirely voluntary and it is understood, that the participation by the Account holder in the Promo and opening of Account by the Account holder shall be deemed to have been made on a voluntary basis. It is further understood that the Account opened by the Account holder is not being made solely because of the Promo Benefits.

The participation in the Promo by opening an Account shall be deemed to be acceptance of all the terms and conditions governing the Promo. The Promo and Promo Benefits are subject to applicable Indian laws. In all matters relating to the Promo, the decision of YES BANK shall be final and binding in all respects. The Terms contained herein shall be in addition to and not in substitution / derogation to the Primary Terms and Conditions governing the Current Account and all other terms and conditions governing the Promo Benefits. However in case of any inconsistency between Primary Terms and Conditions governing the Current Account and all other terms and conditions governing the Promo Benefits and the Terms contained herein, the Terms shall prevail. Notwithstanding anything contained herein, opening of Accounts shall be at the sole discretion of YES BANK. YES BANK will not be liable in any manner whatsoever for any loss/ damage /claim/injury that may arise due to withdrawal or change in the Terms, or Promo Benefits. YES BANK shall not in any way be deemed to be making any representation whatsoever about the usefulness of any Promo Benefit and shall not be responsible in any way whatsoever for the same. YES BANK reserves the right to modify/ change all or any of the Terms contained herein without assigning any reasons or without any prior intimation whatsoever. YES BANK also reserves the right to discontinue the Promo without assigning any reasons or without any prior intimation whatsoever.

Saving Account Festival

These terms and conditions and the terms ("Terms") apply to and regulate the "Savings Accounts Promo" ("Shubh Laabh")

1. Definitions:

In these Terms, which expression shall include all amendments and modifications made thereto from time to time, the following words and phrases have the meaning set below unless the context indicates otherwise: "Shubh Laabh" shall mean the Savings Account Promo to be run by YES BANK during the Promo Period "Promo Benefits" shall mean the benefits that shall be made available to the Account Holders. These benefits are as detailed herein below "Promo Period" shall mean the period from October 17, 2011 to November 17, 2011 both dates inclusive "Accounts" for the purpose of this Promo shall mean Savings Accounts (SA 10, SA 25 & SA 100 only) to be opened with YES BANK during the Promo Period by customers "Primary Terms and Conditions" shall mean the terms and conditions applicable to Savings Accounts as available on the site www.yesbank.in and as intimated to the Account holders from time to time "Average Quarterly Balance" shall mean the average balance to be maintained for Savings Accounts as notified by YES BANK from time to time

2. Eligibility and Promo Benefits:

2.1 Eligibility Criteria This Promo is meant only for savings account customers (SA 10, SA 25 & SA 100 only) AQB holiday benefit will be only given to customers who fulfill the below two criterion

- o Initial funding should be equal to AQB value (at the time of account opening)
- o Minimum 3 customer induced transactions in each quarter to be eligible for the Promo; customer needs to open any of the following Savings Accounts with YES BANK during the Promo Period (SA 10, SA 25 & SA 100 only) Promo Benefits

2.2 Promo Benefits

- The benefits of the above mentioned Savings account products would be as per the grid below Product Variant Promotional offer

SA100

AQB Holiday for 2 quarters excluding the account opening quarter

SA10 & SA25

AQB Holiday for 1 quarter excluding the account opening quarter

All other services will be available to the customer as per the applicable schedule of charges of the Account opened. These Promo Benefits cannot be combined with or substituted with any other scheme and benefits. The Promo Benefits under the Promo are not transferable. YES BANK reserves the right to change any of the Promo Benefits at its sole discretion. Extension / Cancellation of the Promo Period shall be at the sole discretion of YES BANK.

3. Other Terms & Conditions: The Promo and opportunity for the Account holder to participate in the Promo are entirely voluntary and it is understood, that the participation by the Account holder in the Promo and opening of Account by the Account holder shall be deemed to have been made on a voluntary basis. It is further understood that the Account opened by the Account holder is not being made solely because of the Promo Benefits. The participation in the Promo by opening an Account shall be deemed to be acceptance of all the terms and conditions governing the Promo prescribed by YES BANK from time to time. The Promo and Promo Benefits are subject to applicable Indian laws. In all matters relating to the Promo, the decision of YES BANK shall be final and binding in all respects. The Terms contained herein shall be in addition to and not in substitution / derogation to the Primary Terms and Conditions governing the Savings Account and all other terms and conditions governing the Promo Benefits. However in case of any inconsistency between Primary Terms and Conditions governing the Savings Account and all other terms and conditions governing the Promo Benefits and the Terms contained herein, effort shall be taken to give effect to all the terms to the maximum extent possible. However if the inconsistency still continues, the Terms of the offer shall prevail to that extent. All interpretations in this regard shall be done by YES BANK which shall be final for all purposes. Notwithstanding anything contained herein, opening of Accounts shall be at the sole discretion of YES BANK. YES BANK will not be liable in any manner whatsoever for any loss/ damage /claim/injury that may arise due to withdrawal or change in the Terms, or Promo Benefits. YES BANK shall not in any way be deemed to be making any representation whatsoever about the usefulness of any Promo Benefit and shall not be responsible in any way whatsoever for the same. YES BANK reserves the right to modify/ change all or any of the Terms contained herein without assigning any reasons or without any prior intimation whatsoever. YES BANK also reserves the right to discontinue the Promo without assigning any reasons or without any prior intimation whatsoever.

3. YES FIRST

- YES FIRST (including various variants under the same brand name viz. YES FIRST for Women, YES FIRST BUSINESS etc.) is a banking and wealth management programme of YES BANK.
- Inclusion in this programme is by invitation only and the bank at its sole discretion may completely withdraw the YES FIRST status conferred on the customer(s) by the bank under this programme with a prior notice of at least 30 calendar days.
- The bank at its sole discretion may offer enhanced features to customers included under this programme as well as charge for these products/services at a different rate than the standard charges applicable on specific products.
- The bank reserves the right to change the charges applicable for any of the services provided to YES FIRST customers with a notice of at least 30 days before the changes are made effective.
- The bank reserves the right to cancel, withdraw, modify or suspend any of the services which are being offered under this programme at any point in time without prior notice to the customers.
- For certain Services such as Investment Services, Insurance product etc., the bank may have other Terms and Conditions which will be specified to the customer opting for such services. Such Terms and Conditions should be in addition to and not derogatory to these Terms and Conditions. In the event of any conflict between these terms and conditions and those provided with the specified services, the terms and conditions of specified services shall prevail. Bank's records shall be final and conclusive on the YES FIRST status of the customer and any cards, mementos or any other communication provided by the bank to the customer that may identify a customer with YES FIRST status shall not be considered valid for the purpose of identifying the YES FIRST status of a customer. Certain services such as YES ASSIST offered under the YES FIRST programme are provided by third party service providers. While the bank shall endeavour to provide such services to YES FIRST customers, customer shall not hold the bank responsible for non-availability of such services. Further, the bank shall not be liable in any way for any actions, claims, loss, damage or liability of whatever nature arising out of any act or omission by the third party service providers or due to any information provided by the customer directly to

4. DOORSTEP BANKING

Terms & Conditions for Door Step Banking services provided by YES BANK Limited

These Terms and Conditions apply to and regulate the provision of door step banking services offered by YES BANK Limited to the Customers in India.

1. Definitions: In this document the following words and phrases have the meaning set below unless the context indicates otherwise:

"Account" refers to any account of the Customer with YES BANK in India, which is designated as eligible account by YES BANK for the Services.

"Agent" means the any person/ entity as YES BANK shall from time to time engage for provision of Services.

"Banking Day" means a day on which Branch is open for the transaction of ordinary banking business in India.

"Branch" means the branch of YES BANK with whom the Customer has opened Account.

"Cash" shall mean currency notes in circulation in India

"Correspondent Bank" means any other bank that YES BANK shall from time to time engage for provision of Services.

"Customer" refers to an individual who has bank account with YES BANK and whose request for availing the Services has been accepted by YES BANK.

"Instruments" shall mean cheques, pay orders, demand drafts and such other negotiable instruments drawn by Customer/ drawn in favor of Customer.

"Instruction" refers to the requests made by the Customer through facsimile transmission or instructions dropped at designated drop box or through phone banking or through such medium as approved by YES BANK from time to time.

"Service" shall mean collection and delivery of Instruments and Cash from Specified Locations pursuant to Instructions of Customer in accordance with the Reserve Bank of India Guidelines, and these Terms and Conditions

"Specified Locations" shall mean the places of collection/ delivery as specified by Customer in its application for availing Services.

"Website" refers to the website owned, established and maintained by YES BANK at the URL www.yesbank.in

“Banks will be responsible for the actions of their 'agent' (service provider including Direct Sales Agents / Direct Marketing Agents and recovery agents) and the confidentiality of information pertaining to the customers that is available with the 'agent' so defined”.

“YES BANK” refers to YES 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 9th Floor, Nehru Centre, Dr. Annie Besant Road, Worli, Mumbai 400018 and shall include its successors and assigns.

2. Applicability of Terms: These Terms along with the General Terms and Conditions form the contract between the Customer and YES BANK for availing of the said Services. The Customer shall apply to YES BANK in the prescribed form for availing of the Services. YES BANK shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the Customers. By applying for or availing of the Services, the Customer acknowledges as having read, understood and accepted these Terms and the General Terms and Conditions.

3. Instructions: The Customer undertakes to issue all Instructions in connection with the Services in the manner and mode prescribed by YES BANK. The Customer agrees and understands that YES BANK shall act on the Instructions of the Customer only if in the opinion of the concerned officer of YES BANK such Instructions are clear and unambiguous. YES BANK shall not be required to independently verify the veracity, authenticity or validity of the Instructions. YES BANK shall have no liability arising from execution of the Instruction given by the Customer or for delay in carrying out the Instructions or where it does not or is unable to stop or prevent the carrying out of or the execution/implementation of an Instruction that is subsequently

YES 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 of the Services or reject to carry out the Instructions if it has reason to believe that the Instructions will lead or expose to direct or indirect loss to YES BANK, or YES BANK may require an indemnity and/or other security/comfort from the Customer before continuing to restore/perform the Services and/or Instructions.

YES BANK may, in its sole and absolute discretion, act on any Instruction given by the Customer to YES BANK, or which YES BANK reasonably believes to have been made by the Customer.

4. Accuracy of Information: The Customer is responsible for the correctness of Instruction supplied to YES BANK for use of the Services whether by means of facsimile transmission / requests dropped in a designated drop box / Instructions given through phone banking channel or other approved channel. YES BANK accepts no liability for the consequences arising out of erroneous information supplied by the Customer. If the Customer notices an error in the instructions supplied to YES BANK, the Customer shall immediately advise YES BANK which will endeavor to correct the error wherever possible on a reasonable best efforts basis.

5. Appointment Of Agents: YES BANK shall appoint such agents/agencies as YES BANK may deem fit to perform the Services. The Customer further agrees and confirms to pay to YES BANK such charges as may be notified to the Customer by YES BANK for making available the Services. In the event of any delivery being made to the Customer pursuant to the Instructions, the Customer agrees and confirms that the acknowledgement to be furnished by the Customer on the delivery challan/courier sheet would be a final and binding acknowledgement and confirmation of receipt by the Customer of the items/documents/cash, as applicable, that have been delivered to the Customer.

6. Service Arrangement: The Customer acknowledges and agrees that the Instructions for the Services shall be processed by YES BANK only if the same are received by YES BANK in the prescribed time and manner. In case of the Instructions dropped at the designated drop box by the Customer, the same shall be deemed to have been received by YES BANK only upon delivery of the Instructions to YES BANK.

The Customer agrees and acknowledges that the YES BANK shall collect/deliver the Instruments/Cash to the Specified Locations pursuant to the Instructions of the Customer. YES BANK may send its Agent to the Customer for the purpose of carrying out the Instructions.

YES BANK will accept and present in clearing account payee cheques and drafts expressed to be payable to the Customer and shall use its best endeavor to ensure that Customer's Account is credited for the amount of these cheques and drafts as per the arrangement. In case, the day of credit/payout happens to be a holiday at the "Clearing location" and/or "Payout location" then the credit/payout will happen on the next "Banking Day". YES BANK also agrees to accept and give credit to the Customer's Account for the cash picked-up by YES BANK subject to verification and reconciliation of cash picked up with the Instructions of the Customer.

At centers where YES BANK does not have its branches, it shall be open to YES BANK to utilize the services of any Correspondent Bank for collection of instrument on its behalf.

The Customer agrees and acknowledges that the Customer shall ensure that the Customer shall not hand over self/ bearer cheques to the cheque pick-up / delivery agency in lieu of the cash delivered to the Customer or at the Customer's address without ensuring that the "Paid" stamp of the cash delivery agency is affixed on the cheque in the Customer's presence.

The Customer agrees that limit of cash to be collected or delivered shall be as specified by YES BANK from time to time.

7. Charges/Fees: The Customer agrees to pay fees as specified by YES BANK from time to time in connection with provision of Services as per Schedule of Fees/ Charges. Fees payable shall be exclusive of taxes. Failure to pay the charges/fees (including applicable taxes) on or before the specified date will render the Customer liable for payment of interest at such rate as may be stipulated by YES BANK and communicated in the Schedule of charges and/or withdrawal of the Services without

any liability to

The Customer hereby authorizes YES BANK to debit its bank account held with YES BANK with any sum of money that is payable by the Customer to YES BANK, in connection with Services.

8. Liability: The Customer is responsible for the correctness of Instructions supplied to YES BANK for use of the Services. YES BANK accepts no liability for the consequences arising out of erroneous Instructions supplied by the Customer. If the Customer notices an error in the Instructions supplied to YES BANK, the Customer shall immediately advise YES BANK which will endeavor to correct the error wherever possible on a reasonable best efforts basis. The Customer acknowledges and agrees that the Instructions for the Services shall be processed by YES BANK only if the same are received on a Banking day and during the normal Banking hours of YES BANK and are authenticated according to the internal guidelines of YES BANK.

The Services provided herein are a mere extension of the banking services offered at the branch of YES BANK and liability of YES BANK herein shall be limited to the same extent as if the Services provided herein are provided at the branch of YES BANK.

The Customer will agree and acknowledge that transmission of information through facsimile transmission/ phone 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

The Customer will comply with such security procedure as may be prescribed by YES BANK from time to time for purpose of sending Instructions. The Customer undertakes not to disclose the security procedure to any person. If the Customer is of the opinion or has reason to believe that the authentication procedure may be known by an unauthorized person, the Customer must notify YES BANK immediately. Further the Customer shall keep YES BANK harmless and indemnified for any loss, damage, cost or expense which YES BANK incurs or suffers as a result of YES BANK providing such Services to the Customer.

YES BANK shall not be liable for any inaccuracy, error or delay in, or omission of, (1) any data, information or message in the Instruction given, or (2) the transmission or delivery of the Instruction given; or (3) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission; (ii) non-performance or non-delivery by YES BANK or its Agent; or (iii) interruption in any such data, information or message, due to any act or omission by YES BANK 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 YES BANK, and in case of tampering and unauthorised 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. Under no circumstances, shall YES BANK, its Agents, 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 or resulting from unauthorized access or alteration of Instructions given or arising from interruption, suspension or termination of the Services or any inability of YES BANK to receive Instructions, directions, orders or other communications from the Customer or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise except in case of willful default or gross negligence on the part of YES BANK. Provided that notwithstanding anything to the contrary contained herein,

the aggregate liability of YES BANK under this arrangement shall not exceed the service charges/ fees received by YES BANK from the Customer

YES BANK will not be liable for any fraud or misappropriation of Cash and/or any liability or damages that the Customer incurs as a result of provision of Services by YES BANK save and except where such liability arises due to willful default or bad faith of YES BANK. Doorstep Banking services are a mere extension of banking services offered at the branch and the liability of the bank would be same as if the transactions were conducted at the branch. The doorstep banking arrangement is provided at the convenience of the Bank and not as a matter of course. Provision of this service at an earlier occasion does not imply or convey any right to the customer to claim the Doorstep Banking services at his doorstep on a subsequent occasion. The Customer agrees that no financial or legal liability shall be casted upon the Bank in cases where the Doorstep services could not be provided for reasons beyond the control of the Bank and the decision of the Bank as to whether a reason is beyond the control of the Bank shall be final for all purpose.

9. Indemnity: The customer will keep YES BANK indemnified, saved, defended and harmless at all times from and against all costs, charges, expenses, damages, liabilities proceedings, actions, penalties, suits, litigations and claims which may be made on or instituted against or caused to or suffered or incurred by YES BANK arising as a result of providing the Services to the customer or arising from the customer's gross negligence, willful default or bad faith.

The indemnity furnished by the customer herein shall be of a continuing nature until all the obligation covered there under are discharged in full and the same shall remain in full force until a discharge certificate in respect of such indemnity is issued by the Bank.

10. Change of Terms: YES BANK shall have the absolute discretion to amend or supplement any of the Terms herein stated by posting the same on its website. The Customer shall be responsible for regularly reviewing these Terms including amendments thereto as may be posted on the website and the notice so given shall be deemed to be effective against the Customer on the date of posting of the same on the website. By utilizing the Service thereafter, the Customer shall be deemed to have accepted the changed Terms.

11. Termination: YES BANK may at any time without assigning any reason by giving prior written notice of 30 days to the Customer terminate the Services. Further, in the event of breach by the Customer of any terms and conditions contained herein or YES

BANK learns of the death, bankruptcy or lack of legal capacity of the Customer, YES BANK may at any, without giving any notice to the Customer suspend/ withdraw the

.The Customer may at any time without assigning any reason terminate the Services by giving a prior written notice to YES BANK. At the time of giving such notice, any Instructions of the Customer which is pending execution by YES BANK shall be carried out by YES BANK and the termination notice sent by the Customer shall operate only upon completion of the said Services/rejection of the same by YES BANK.

12. Non-Transferability: The Services provided to the Customer is not transferable under any circumstance and shall be used only by the Customer. However, YES BANK shall have the right to transfer, assign or sell all its rights under these Terms and Conditions, which shall continue to be in force and effect for the benefit of the successors and assigns of YES BANK.

13. Recording of conversation: The Customer authorizes YES BANK, at its discretion, and without further prior notice to the Customer, to monitor and record any or all telephone conversations or electronic communications between the Customer and YES BANK and any of its employees or agents.

14. Force Majeure: The Customer agrees that provision of Service by YES BANK is subject to any occurrence resulting in prevention, delay or interruption in performing Service if such prevention delay or interruption is due to factors including but not limited to civil commotion, sabotage, lockout, strike or other labour disturbances of any kind interfering with or affecting the normal functioning of YES BANK or of the clearances of cheques or drafts, accident, fires, flood, explosion, epidemic, quarantine restrictions,

damage to plant or the facilities, absence of the usual means of communication or transportation, act of terrorism or any other cause, whether of the same or a different nature, unavoidable or beyond control of YES BANK and YES BANK shall not be deemed to be in default so long as any such cause or the effect thereof persist and during reasonable period thereafter.

15. Governing Law: These Terms shall be governed by the laws of India. Any legal action or proceedings arising out of the Terms shall be brought in the courts or tribunals at Mumbai in India. YES BANK may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction.

5. TERM DEPOSITS

5.1 The Customer understands and confirms that the effective date of Term Deposit (A "Term Deposit" shall mean a bank deposit for a fixed period of time) shall be the date on which the Bank gets funds to its account.

5.2 The Customer agrees to the Bank issuing certificate in the prescribed form for tax deducted at source on interest on Term Deposits, after the end of every calendar quarter.

5.3 The Customer agrees and understands that interest on Term Deposits shall be reckoned/paid at quarterly intervals unless otherwise mutually agreed, at the rates applicable at the time of acceptance as the case may be or unless otherwise mutually agreed between the Customer and the Bank, in accordance with Reserve Bank of India directives.

5.4 The Customer agrees that in case of premature withdrawal of Term Deposit based on the Customer's instructions or the instructions of all the joint depositors in the case of joint deposit, the Bank shall have the right to recover interest already paid or the penalty/charges, if any, from the proceeds of the term deposit in accordance with prevailing regulations of the Bank and the Reserve Bank of India.

5.5 The Customer agrees that the Bank will pay the Term Deposit amount either on maturity or premature withdrawal at any branch irrespective of the branch where the deposit is booked.

5.6 A deposit can be opened in the name of a) an individual singly or jointly with anyone or on a survivor basis. b) on behalf of a minor as father/mother/legal guardian c) Hindu undivided family & Trust, Associations, Societies and clubs.

5.7 If the Customer prematurely withdraws the deposit, the interest rate prevailing at the date of deposit, for the period for which deposit was with the Bank shall be payable. In case of Domestic & NRO deposits no interest will be paid if the deposit is prematurely withdrawn within 7 days of the date of booking. In case of NRE/FCNR deposit no interest will be paid if the NRE/FCNR Deposit is prematurely withdrawn before the completion of 1 year from the date of booking.

5.8 Minimum tenure for a deposit is presently seven days and may be revised by the Bank from time to time. Minimum and maximum amount of deposits that may be made shall be as intimated by the Bank from time to time.

5.9 The Customer agrees that the deposit shall be automatically and compulsorily renewed on maturity for a period equal to original tenure stipulated for the matured deposit, unless instructions to the contrary are received from the Customer before the maturity of the deposit. The Customer further agrees that the interest payable on such renewed deposits will be the rate applicable on such deposits of the Bank, for the respective period prevailing as on the date of such renewal. The Bank at its discretion may renew the deposit with interest subject to tax deducted at source (TDS) as may be applicable.

5.10 Reinvestment of the accrued interest is allowed only after 6 months from the effective date of Term Deposit. For deposits with tenure of below 6 months 1 day, the interest is calculated at maturity as Simple Interest. 181 days does not imply 6 months 1 day; the actual number of days would be considered.

5.11 The Customer agrees that the Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on all account/deposits with the Bank, whether in single name or joint name(s), to the extent of all outstanding dues to the Bank. For such purposes, the Bank may at its sole discretion close the deposit(s) prematurely and apply a penal rate of interest in respect of the same. The lien shall be valid and binding on the Borrower and operative until repayment in full of all monies due to the Bank from the continuing one and shall remain in full force and effects till such time the Borrower repays/retires all

5.12 The customer understands that interest rates quoted are per annum and the actual number of days in a year is taken for computation of interest (i.e. 366 days in a leap year and 365 days in a non leap year)

5.13 For Term Deposits held in Joint Names –

Premature payment of the Term Deposit is allowed only after the request is signed by all joint depositors. Notwithstanding the aforesaid, Customer(s) agree that in case of term/fixed deposit with “Either or Survivor” or “Former or Survivor” mandate, Bank is permitted to allow premature withdrawal of the term/fixed deposit by the surviving joint depositor on the death of the other, in case there is a joint mandate from the joint depositors to this effect

If loan is sought against the Term Deposit; the loan application needs to be signed by all joint depositors

5.14 Interest on deposits is payable either quarterly or compounded quarterly (i.e. re-investment of interest) or payable monthly at a discounted ROI at the option of the depositor as opted at the time of booking of the deposit. Interest is paid only at maturity for fixed deposit tenures 6 months and below

5.15 Sweep in and Sweep Out Facility

5.15.1 Sweep in Facility: On the Customer's request and at the Bank's sole discretion, Bank shall link the Term Deposit(s) with the Customer's current and/or savings Account. For Fixed Deposits booked along with sweep-in, the sweep-in facility will get activated on the next day. On the activation of such linking facility, the Bank shall have the right to prematurely break the Term Deposit(s) maintained with the Bank and set of any amount required (as per the sole discretion of Bank) in respect of insufficient balance and/or any dues pertaining to any of the Customer's Accounts maintained with the Bank and/or in respect of any Services/ Facilities being provided by the Bank. No interest is payable if NRE Fixed Deposit is withdrawn under sweep in before completion of 12 months.

5.15.2 For the purpose of providing the sweep in facility as described in clauses above, term deposits will be swept into the current/savings account at a Last-In, First-Out (LIFO) basis, based the date of linking the term deposit with the current/savings account.

5.15.3 Sweep Out Facility: On the Customer's request and at the Bank's sole discretion, Bank shall link the Customer's current and/or savings Account for availing this facility. The Customer authorizes the Bank to debit any current/savings Account(s) with an amount in excess of specified limit (as specified by the Bank) and to transfer the said amount as a Term Deposit on existing notes and terms and conditions. If the customer is also availing sweep-in facility on the same current/savings account, the term deposit created through the sweep out facility, on the date of creation of the TD, will automatically be linked to the current/savings account for the purpose of providing sweep in facility.

5.15.4 Maximum 99 instructions for sweep out can be executed in a day. The amount of individual FD formed via sweep out shall be less than Rs 15 lacs. Effective 1st April 2013, the amount of individual FD formed via sweep out shall be less than Rs 1 Crore.

5.16 RECURRING DEPOSITS

Terms and conditions contained herein below are in addition to and supplement the general terms for account opening and in the event of any inconsistency between the terms contained herein and general terms, terms contained herein shall prevail:

Definitions:

"Account" means an account opened in the name of Customer wherein fixed recurring monthly payments made by Customer are accumulated

"Account Opening Form" shall mean the relationship form for Recurring Deposit executed by the Customer.

"Customer" shall mean any person having a current/ savings account with YES Bank.

"Opening Date" shall mean the date following on the 10th day from the date of receipt of Account Opening Form or receipt of all documents required for opening of Account, whichever is later.

"Permissible Dates" shall mean either of 5/15/25 day of every month as opted by the customer for debit of Recurring Deposit installment, for Recurring Deposits booked at the branch. If any such day is a not a Business Day, then the Business day immediately succeeding such day shall be construed as Permissible Date. In such a scenario the date of first debit will become the due date for all subsequent installments. For Recurring Deposits booked through Internet Banking, the date of booking of the deposit will be considered as the date for debit of Recurring Deposit installment.

"Recurring Deposit" shall mean the amount accumulated in the Account by way of fixed recurring monthly payments made by the Customer.

"Tenure" shall mean the period for which Recurring Deposit is to be maintained as specified in the Account Opening Form.

5.16.1 The customer is aware that the interest on Recurring Deposits will be calculated by the bank in accordance with the directions advised by Indian Banks' Association

5.16.2 The customer is aware that the interest rates for recurring deposits will be the corresponding rate as applicable for a Fixed Deposit.

5.16.3 The customer is aware that interest on the Deposits is compounded at quarterly intervals, at the applicable rates

5.16.4 The customer is aware that the maturity amount mentioned on the Recurring deposit confirmation advice is subject to payment of all installments on time

5.16.5 Recurring Deposit may be opened by Customer with a minimum monthly installment of Rs 1,000 and in multiples of Rs 100 thereof.

5.16.6 The rate of interest offered on a Recurring Deposit by YES Bank will remain same for the entire Tenure of the recurring deposit i.e. the pre contracted rate will remain uniform for the entire Tenure of the Recurring Deposit.

5.16.7 The customer agrees that the installment amount once fixed will not be allowed to be altered at a later date

5.16.8 The customer agrees that partial payment of installments will not be permitted

5.16.9 The customer agrees that the bank shall not be responsible for informing him/her to maintain adequate balance in his/her account to pay the installments

5.16.10 No part premature withdrawal will be allowed for a Recurring Deposit.

5.16.11 In the event the Customer desires to close the Recurring Deposit before the expiry of Tenure, interest will be paid at the rate applicable on the Opening Date of Recurring Deposit less 1% per annum, for the period for which the Recurring Deposit has remained with YES Bank. In case of NRE Recurring Deposits, no interest will be paid if the deposit is prematurely withdrawn before 12 months.

5.16.12 In the event the customer does not pay a particular installment on time and the same is paid at some subsequent date, such installment will carry a 1% penalty for the period of default.

5.16.13 The customer agrees that in case of premature closure within a month, no interest shall be paid out & only principal amount shall be returned

5.16.14 The customer agrees that the total penal interest chargeable to him/her shall be recovered from the total amount of interest payable by the bank and shall be recovered only at the time of maturity or premature closure of the account as the case may be

5.16.15 No overdraft will be allowed against Recurring Deposit.

5.16.16 The Recurring Deposit instruction will be executed on the "Permissible Date" as opted by the customer succeeding the "Opening Date" selected by the Customer in

Account Opening Form submitted to the branch. For Recurring Deposits booked through Internet Banking, the date of booking of the deposit will be considered as the date for debit of Recurring Deposit installment.

5.16.17 - NRE Recurring Deposit held jointly with Resident will be operated on Former or Survivor basis only

5.16.18 On expiry of Tenure proceeds will be transferred to the Customer's savings/current account maintained with YES Bank.

5.17 NRE/FCNR/RFC Fixed Deposits

5.17.1 In case of cumulative FCNR (B) deposits, interest rates are calculated at the applicable rate without any compounding effect for deposits up to one year and in respect of deposits for more than 1 year, at intervals of 180 days each and thereafter for the remaining actual number of days with compounding effect.

5.17.2 Interest rates quoted per annum in case of FCNR(B) deposits will be paid on the basis of 360 days to a year irrespective of leap year.

5.17.3 No interest is payable if FCNR, NREFD & RFC FD is withdrawn before completion of 12 months.

5.17.4 Interest on FCNR(B) /RFC deposits will be paid out only on maturity.

6. CURRENT ACCOUNTS

6.1 The Customer understands that as per extant Reserve Bank of India guidelines, opening of any current account require declaration of existing credit facilities with any of the Bank's branches or any other bank. The Customer shall declare details of any such Credit facilities enjoyed with any Bank at the time of opening of such account, as per the required format therein.

The Customer undertakes to obtain the requisite No Objection Certificate/s from such Bank/s and hand it/them over to you before the account gets opened.

6.2 The Customer agrees to repay to the Bank on demand, unconditionally, the amounts of overdrafts that the Bank may grant to the Customer from time to time, together with interest accrued thereon. The Customer agrees that this does not imply that the Bank is bound to grant to the Customer any credit facility whatsoever.

6.3 The Customer understands that an Account may be opened in the names of:

a) An individual in his / her own name;

b) Three (only Three individuals can open joint a/c) persons in their joint names; c) A company, partnership firm, sole proprietorship firm, Hindu undivided family, trust, association or other entity as may be permitted by the Bank in their respective names

6.4 The Customer hereby agrees that as per directives of Reserve Bank of India no interest shall be payable on the balance maintained in the Current Account.

7. ATM/DEBIT CARDS

Terms and conditions for the issue and use of YES BANK ATM/Debit cards.

7.1 Meaning of certain terms:

"Account" refers to any account of the Customer opened and maintained with YES BANK in

India.

"ATM" refers to the Automated Teller Machines installed by any bank;42

"Customer" shall refer to the person / persons whose details are more particularly set out in the Account opening documents and shall include individuals, partnership firms represented by their/its partners, body corporate represented by its authorized representatives, trust represented by the trustees/authorised representatives, Hindu Undivided Family represented through its karta/coparceners, society represented by its authorized representatives, proprietorship concern represented by the proprietor. "Card Holder" shall mean the holder, for the time being, of the ATM/Debit Card, being the Customer or a joint holder of "ATM Card/Debit Card" refers to the card issued by YES BANK to its Customers for effecting transactions at ATMs/EDCs/POS/Internet Payment Gateway/any other mode as intimated by YES BANK from time to time and shall include E Com Debit Cards "Electronic Commerce Debit Cards" (E Com Debit Cards) means virtual / physical cards which can be used for e-commerce transactions over internet only.

"EDC" or "Electronic Data Capture" means terminal, printer, other peripheral and accessory and necessary software to run such device.

"POS" or "Point of Sale" means terminals in India at which amongst other things, the Cardholder can use his ATM/Debit Card to access his funds in the Account.

Internet Payment Gateway: means the protocol stipulated/to be stipulated by the Bank authorizing the payments through ATM/Debit Card via internet upon authentication of a Customer.

7.2 ATM Card/Debit Card Issuance : An account holder or any other person authorized by him may be issued a ATM/Debit Card by the Bank, at its discretion, for operation of savings and/or current account and/or any other type of account so designated by the Bank to be eligible account(s).

7.3 Card Usage and Multiple Account linkage: The Card Holder agrees that in case the Card Holder has multiple accounts with the Bank, the Bank will decide the number of accounts, which will have the Card facility linked to them. In such an event the Bank shall designate one account as "Primary Account", and the others as "Secondary Account 1" and "Secondary Account 2" at the option of the Cardholder.

In case of ATM/Debit Cards linked to multiple accounts, the account selection facility may not be available at all ATMs; hence all transactions at these ATMs will be affected on the Primary account linked to the ATM/ Debit Card. In case the account selection facility is available at ATMs then the Cardholder will have the option to choose the account to conduct the transaction.

Also the account select facility may not be available for all transactions that may be performed at a particular ATM but may be limited to certain transaction only depending on the functionality of that ATM. In such cases transactions will be affected on the primary account linked to the transactions. At EDC, transactions will be affected on the primary account linked to the card.

7.4 YES BANK ATM Card/Debit Card: ATM Card/Debit Card shall be issued to an approved account holder / non account holder (based on specific Board Resolution / authorization from the Cardholder) / a Minor (above 10 yrs of age) in respect of his account to enable him to operate from time to time through various modes of

transactions including but not limited to ATMs/ EDC/ POS terminals/Kiosks / Internet Payment Gateway i.e. ("Payment Channel").

7.5 ATM-Facilities: The facilities offered under ATM facility will include withdrawal of cash by the Cardholder from his account up to a stipulated amount limit only during a cycle of 24 hours, enquiry about the balance in the account(s), cash/cheque deposits, requisition for a statement of account, request for changed PIN number, request for issue of cheque-books, request for transfer of amount from the Primary Account to the Secondary Account(s) or vice versa and such other facilities as the Bank may decide to provide, from time to time. Some or all of these facilities may not be available at non YES BANK ATM(s) and their future availability will depend on the concerned bank which owns the ATM. The Account balance reflected on the transaction record is the balance after the ATM withdrawals made at that time. When the Customer completes a transaction at Payment Channel, a printed transaction record

(printed/soft copy) is generated. The amount reflected on the transaction record is the amount of purchase at that Payment Channel. The customer is advised to maintain such records for future reference if required by the Bank.

All records maintained by the Bank, in electronic or documentary form, of the instructions of the Customer and such other details (including, but not limited to payments made or received) and all camera/video recordings made as mentioned above, shall as against the Customer, be deemed to be conclusive evidence of such instructions and such other details. The ATM would capture/seize the ATM Card/Debit Card, if responses sought from the Cardholder by the machine are not provided by the Cardholder within a specific time and / or incorrect information/command(s) is/are given to the machine. The ATM/ Debit Card may be returned to the Cardholder by the Bank upon the Cardholder fulfilling certain conditions as stipulated by the Bank. The Bank will not be responsible for any cash loss for any reasons whatsoever, after cash withdrawal transaction is completed by the Cardholder at an ATM. A cash withdrawal will be treated as completed if the Bank's or Network's records indicate that the machine has dispensed the money

The Bank will not be responsible for any loss due to theft, burglary etc. in the vicinity of an ATM. The Bank reserves the right to participate at any time in any network sharing arrangement which will enable the cards issued by the Bank to be accepted on the

electronic devices / ATM of other institutions participating in such shared networks. The Bank, will however, not be responsible for any transaction conducted at an ATM of another bank.

Maintenance of ATM(s): While advance notice of any substantial maintenance work likely to affect the availability of Services/Facilities, shall be given wherever and whenever possible, the Bank reserves the right to suspend, without any notice, access to ATM/other similar devices or the provision of all or any of the Services/Facilities, at any time, if the Bank deems it necessary to do so, whether for routine maintenance or for any other reason.

7.6 Minimum Balance: The Cardholder shall maintain, at all times, such minimum balance in his account, as the Bank may decide from time to time and the Bank may at its discretion levy such penal or service charges as per the Bank's rules from time to time, or withdraw the ATM facility, if at any time the amount of deposit falls short of the required minimum as aforesaid, without giving any further notice to the Cardholder(s) and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

7.7 Fees: The Bank shall charge fees for the ATM facilities as per Schedule of Fees/Charges as displayed on Bank's website or available at the branches of the Bank.

7.8 Multiple Cards : In case where more than one person has been issued ATM Card/Debit Card, all the Card-holders, Either or Survivor / Anyone or Survivor put together, can withdraw only upto the permissible limit allowed on each such card within the cycle time of 24 hours.

7.10 Non-Transferability: ATM Card/Debit Card is not transferable under any circumstance and shall be used only by the Cardholder.

7.11 Personal Identification Number: Each Cardholder will be issued a sealed envelope containing Personal Identification number (PIN) for accessing ATM/Debit Card. The Bank shall exercise care when issuing PINs and shall be under an obligation not to

disclose the cardholder's PIN or code, except to the cardholders. This number can be changed to any other convenient four digit number by the cardholder, at the ATM. The PIN shall under no circumstances be revealed to any third party. Cardholder should not record the PIN or code in any form which would be accessible to any third party in any manner.

The Cardholder shall be solely responsible for the consequences arising out of the disclosure of his PIN and/or unauthorized use of ATM Card/Debit Card and shall be liable for any increased liability which he may incur on account of unauthorized use of the PIN and ATM Card/Debit Card. The Cardholder disclaims liability of the Bank for any unauthorized use of ATM Card/Debit Card and for any loss or damage whether direct or indirect incurred by it as a result of such misuse. If the Cardholder forgets the PIN, he/she should make an application in writing for a fresh PIN. The selection of a new Personal Identification Number and/or the replacement of ATM Card/Debit Card shall not be construed as the commencement of a new contract.

7.12 Funds in the accounts: The Cardholder should not use or attempt to use ATM Card/Debit Card without sufficient funds in his/ her/ its account to which the ATM Card/Debit Card is linked. The Cardholder shall be wholly and completely responsible to refund to the Bank any excess withdrawal over and above available funds in his/her account. Further the Bank shall have the rights to set off such liability from any other account held by the Cardholder with the Bank. The ATM Card/Debit Card shall be valid for a pre defined period as mentioned on the face of the ATM Card/Debit Card. The Bank may at its sole discretion extend the validity of the existing ATM Card/Debit Card or replace the same. After the expiry of the ATM Card/Debit Card, the Cardholder shall destroy the ATM Card/Debit Card by cutting/ breaking the same into 4 pieces.

7.13 Loss/ Theft of Cards: The Cardholder shall be responsible for the safe custody of ATM Card/Debit Card. In case of loss or theft of the ATM Card/Debit Card, the Cardholder shall advise any of our branches/ contact centre of the Bank, preferably the ATM Card /Debit Card issuing branch as promptly as possible in writing or over phone, of the loss of ATM Card /Debit Card, however occurring. Cardholder shall however be responsible and liable for all transactions effected by the Customer of the ATM Card /Debit Card until it is confiscated / cancelled. Another ATM Card /Debit

Card will be issued to the Cardholder, in lieu of lost / stolen ATM Card /Debit Card, upon request in writing and payment of fee.

7.14 Authority to debit the account : The Cardholder along with the joint account holder(s), if any, hereby authorise the Bank to debit the Account(s) with the amount of withdrawals, or transfers effected by the use of ATM Card /Debit Card, as per the Bank's records. The Bank's record for transactions processed by the ATM shall be binding on all the joint account holders, jointly and severally.

7.15 Deposits: The amount of cash/cheque deposits in the ATM shall be verified by two members of the Bank's staff, one of whom will be an officer. The amount verified by the Bank shall be deemed to be correct amount deposited by the Cardholder. The statement issued by the ATM at the time of deposit only represents what the Cardholder purports to have deposited and will not be binding on the Bank. If there are soiled, mutilated notes in such deposits, the acceptance of such deposits shall be subject to final acceptance and reimbursement by RBI as per the Note Refund Rules.

7.16 Responsibility for all transactions processed through the ATMs: Operations through the ATM(s) can only be through the use of ATM Card /Debit Card. The Cardholder shall in all circumstances, accept full responsibility for all transactions processed by the use of his/ her ATM Card /Debit Card, whether or not processed with the Cardholder's knowledge or authority, express or implied. The printed output that is produced at the time of operation of the ATMs is a record of the operation of the ATMs and shall not be construed as the Bank's records. The Bank's records of transactions shall be accepted as conclusive and binding for all purpose.

However the Bank shall be responsible for direct losses incurred by the Cardholder due to a system malfunction directly within the Bank's control. However, the Bank shall not be held liable for any loss caused by a technical breakdown of the payment system if the breakdown of the system was recognizable for the Cardholder by a message on the display of the device or otherwise known. The responsibility of the Bank for the non-execution or defective execution of the transaction is limited to the principal sum and the loss of interest subject to the provisions of the law governing the terms.

7.17 Transactions done at Merchant establishments

The ATM/Debit Card is for electronic use only and will be acceptable only at Merchant Establishments, which have an EDC, or similar terminal that accepts the Cards. Any usage of the Card other than electronic use will be considered as unauthorised.

The Card will be honored only when it carries the signature of the Cardholder. The Card is operable with the help of the Cardholder's signature or the PIN at EDC terminals installed at merchant locations depending on the functionality of the EDC terminal. Each transaction is deemed authorised and completed once the terminal generates a sales slip. The amount of the transaction is debited immediately from the primary account linked to the Card. The Cardholder should ensure that the Card is used only once at the Merchant location for each transaction. The sales slip will be printed each time the Card is used and the Cardholder should ensure that there is no multiple usage of the Card at the merchant location at the time of each purchase.

The Bank accepts no responsibility for any surcharge levied by any merchant establishment and debited to the Cardholder's account with the transaction amount.

The Card Holder must sign and retain the sales slip whenever the Card is used at a merchant establishment. The Bank at an additional charge may furnish copies of the sales slip. Any sales slip not personally signed by the Cardholder, but which can be proved, as being authorised by the Cardholder, will also be the Customer's liability.

Any charge or other payment requisition received from a merchant establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the merchant establishment by the Cardholder except where the Card has been lost, stolen or fraudulently misused, the onus of proof for which shall be on the Cardholder.

All refunds and adjustments due to any Merchant/device error or communication link may be processed manually and the account will be credited after due verification and in accordance with MasterCard rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honored only based on the Available Balance in the account(s) without taking into account any such refund. The Cardholder shall keep the Bank indemnified for any loss or damage caused due to the Bank dishonoring the payment instructions as a result of insufficient funds in the account of the cardholder.

The Card is not to be used at Hotels during Check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service.

The Card should not be used for any Mail Order/Phone Order purchases and any such usage will be considered as unauthorized usage. The Cardholder would be solely liable for all unauthorised acts and transactions.

You must not at any point, hand over your Card to any other person including for usage on your behalf. You must ensure that you are physically present at an ATM/merchant establishment at the time of any transaction undertaken by you.

Card holder disputes with Merchants:

Any dispute with or complaint against any merchant establishment must be directly resolved by the Cardholder with the merchant. The Bank shall not in manner be responsible for any disputes regarding goods and services received by the Cardholder including the quality, value warranty, delay of delivery, non delivery, non receipt of any goods or services. It must be clearly understood that the Card facility is only a facility to the Cardholder available to purchase goods or avail of services and the Bank holds out no warranty or makes no representation about quality, quantity, value, delivery or otherwise, howsoever regarding goods or services, and any such disputes should be resolved by the Card Holder with the merchant establishment directly.

7.18 Cancellation/Withdrawal of Card: If the Cardholder decides to cancel the use of the ATM Card /Debit Card facility, he shall give a written notice of at least two days and surrender ATM Card /Debit Card to the Bank. The Cardholder shall also pay dues, if any, payable to the Bank in connection with the ATM Card /Debit Card facility. Similarly, if the Bank decides to cancel/withdraw an ATM Card/ Debit Card facility, the Bank shall give a prior written notice of 30 days.

7.19 Change of terms and conditions: The Bank has the absolute discretion to amend or supplement any of the above terms and conditions at any time. The bank shall endeavor to give a prior notice to the Cardholder.

7.20 Honoring the Card: The Bank shall in no circumstances be held liable to the Cardholder if

ATM Card /Debit Card do not function in the desired manner for whatsoever reason, or if the

ATM(s) is not functioning due to power failure, temporary insufficiency of cash in the ATM(s) or any other reason. The Bank will not be liable for any consequential or indirect loss or damage arising there from.

7.21 Ownership of ATM/Debit Card: ATM Card /Debit Card shall be the property of the Bank and will be surrendered to the Bank on request or in the event of the Cardholder no longer requiring the service. The Bank reserves the right and the Cardholder hereby authorizes the Bank, to disclose, in strict confidence, to other institutions, such information concerning the Cardholder's account as may be necessary or appropriate in connection with its participation in any ATM or Electronic Fund Transfer Network.

7.22 International Usage: The use of the Card in jurisdictions other than India is subject to Government of India/ Reserve Bank of India (GOI/RBI) regulations, issued from time to time and shall not in the ordinary course be permitted, except as may be specified by RBI and limits prescribed therein, from time to time. The Cardholder is solely responsible to have and verify the latest information on the said regulations and abide by it as such.

Use of any Services/Facility(ies) beyond permitted limits and/ or in conflict with or in violation of, the rules and regulations as applicable in India and/or as applicable in the country where it may be used shall be at the sole risk, liability and responsibility of the Cardholder and the Bank shall not be/held responsible or liable for such action or act of commission or omission, that may have been committed, knowingly or otherwise. All withdrawals shall be subject to regulatory restrictions made with the Card within and outside India and shall constitute a payment at YES BANK, and a remittance to the country where the withdrawals is affected. Cash withdrawn at an ATM outside India, with the Card, shall be in a currency permitted at the institution which owns the ATM at which the withdrawals are made. The equivalent in the currency in which the Customer Account is held, along with processing charges, conversion charges, fees, if any, for such transactions shall be debited to the Account held at YES BANK,

India. The exchange rate used for all foreign currency transactions will be decided by the Bank, as per the prevalent market rates on the day of such transaction for conversion of Indian rupee in respect of the foreign currency in question, as ascertained by the Reserve Bank of India from time to time in this regard and the same will be binding on the Card Holder. Usage of the Card outside India shall be made strictly in accordance with the Foreign Exchange Management Act, 1999, The Customer shall not use the Card for any cash withdrawal or making payment towards foreign currency transactions in Nepal or Bhutan and the currency of the transactions will not be the local currency of those countries. The Customer and the Holder(s) are aware that non-compliance with the regulations will make the Holder and / or the Customer liable for penal action under Foreign Exchange Management Act, 1999. The onus of any non-compliance thereof shall be on the Customer and he shall indemnify and hold harmless the Bank from any and all consequences arising from non-compliance of the Exchange Control Regulations of the RBI. An existing account holder emigrating or proceeding overseas on permanent employment or intending to become an NRI (i.e. likely to reside abroad for more than 183 days in a calendar year), must endorse their passport(s) for usage till then and comply with the necessary guidelines for conversion of the account into Non resident Indians will be eligible to hold the international use Card issued to NRE accounts in India. In case a card is cancelled, whether on account of non-compliance with Exchange Control Regulations or otherwise, the Bank shall not be responsible for any attempted usage of the Card, whether in India or abroad. The issue and use of the Card is and will be subject to RBI's regulations in force from time to time. Withdrawal of foreign currency will attract a service fee as applicable for the relevant calendar year and will be debited to the Account in Indian Rupees. The transaction fee is liable to change without notice.

7.23 General provisions relating to "E Com Debit Cards"

The Customer shall apply to the Bank in the prescribed form for availing of this service to enable purchase of goods / services from the Internet. YES BANK shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the Customers. By applying for or availing of E Com Debits Cards, the Customer acknowledges and accepts these Terms the Bank shall not be responsible for interception/ misuse of debit card over the internet or any other medium. Therefore usage of the card will be tantamount usage of debit card by the Customer and Bank shall not be liable if debit card falls into wrong hands / used fraudulently due to any

reason whatsoever. Further, Bank shall not be responsible for any interception/ misuse of E Com Debit Cards.

The Bank shall not be liable if a transaction on the Internet does not materialize / delayed or is incomplete through due to any whatever reasons whatsoever.

The Bank shall not guarantee the quality or the serviceability of the goods / services bought online for which payment is made using E Com Debit Cards.

The Internet per se is susceptible to a number of frauds, misuses, hacking, phishing and other actions which could affect use of E Com Debit. The Bank shall aim to provide security to prevent the same, but Bank shall not guarantee the Customer for such Internet frauds, hacking and other actions which could affect the use of the Banks E Com Debit Cards and the same shall be borne by the Customer. The Customer shall separately evolve/evaluate all risks arising out of the same. The Bank is authorised to in foreign exchange and issuing International Debit Cards (IDCs) which can be used by a resident for drawing cash or making payment to a merchant establishment overseas during his visit abroad. It is clarified that IDCs can be used only for permissible current/ savings account transactions and the item- wise limits as mentioned in the Schedules to Rules as amended from time to time, are equally applicable to payments made through use of these cards.

The IDCs cannot be used on internet for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for call-back services, etc., i.e. for such items/activities for withdrawal of foreign exchange is not permitted.

7.24 TERMS AND CONDITIONS FOR MASTERCARD ® SECURECODE™ OFFERED BY YES BANK LIMITED ("THE BANK")

Welcome to the Verified by MasterCard SecureCode authentication service ("MasterCard SecureCode") offered by YES BANK on the Terms of Service ("TOS") mentioned herein. Please read these TOS carefully before using MasterCard SecureCode. The word, "Bank" refers to YES BANK Limited, a banking company incorporated under the Companies Act, 1956 and having its registered office at "9th Floor, Nehru Center, Discovery of India Building", Dr Annie Besant Road, Worli, Mumbai-400018. The word "Card(s)" shall mean MasterCard Debit cards as issued by the Bank. The terms/words not defined herein shall have the same meanings as defined

in the Terms & conditions applicable to the Account(s). These TOS supplements and is in addition to Terms and Conditions for ATM/ Debit Card ".

Product Definition:

MasterCard SecureCode provides you with a way of increasing security in online and other ecommerce transactions, by reducing the chances of fraud for those transactions. Registering for MasterCard SecureCode involves providing personal information to the Bank, which is then used to confirm your identity during the e-commerce transactions.

MasterCard SecureCode also may be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes.

1. Acceptance of Terms

Use of the service constitutes your acceptance of the terms and your agreement to abide by it.

Creation of MasterCard SecureCode account password, will represent your acceptance of this TOS, and that continued use of the same or after revisions to this TOS shall constitute your agreement to such revised terms and any applicable posted guidelines or rules.

MasterCard and/or the Bank reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, MasterCard SecureCode (or any part thereof) with reasonable notice.

The Bank shall not be responsible for interception/ misuse of MasterCard SecureCode. Therefore usage of the card over the internet for e-commerce transactions will be tantamount to creation and usage of the MasterCard Secure code password by you. The Bank is not liable if the MasterCard SecureCode falls into wrong hands due to any reason whatsoever and or if the terms and conditions relating to use of password/ ATM PIN is not complied with.

2. Your Registration Obligations

You agree to (i) provide true, accurate, current and complete information about yourself as prompted by MasterCard SecureCode™ s registration form ("Registration Data"), and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Registration Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of MasterCard SecureCode or your card account.⁵¹

3. Registration

You can register for MasterCard SecureCode at the time of entering into an ecommerce transaction or at such other time and in such other manner as may be specified by the Bank from time to time. In order to generate or use of MasterCard SecureCode, you must provide certain information as may be required, to the Bank to validate your identity and verify that you are the owner of or an authorized user of the specified Debit Card(s). The information that you provide may be validated against information that is associated with you and available with the Bank. If you are unable to provide adequate information to validate your identity, we have the right to not allow you to register for MasterCard SecureCode. You warrant that the Registration Data is correct and that you have the legal right to use all of the Debit Cards that you register for MasterCard SecureCode.

If you do not successfully register for MasterCard SecureCode, the merchant may not accept your Card for payment in an e-commerce transaction. In order to use MasterCard SecureCode, you must have the ability to access the World Wide Web and must pay service fees, if any associated with such access. In addition, you must have the equipment necessary to make such a connection to the World Wide Web, including a computer and modem or other access device.

In the event you have a question regarding the MasterCard SecureCode registration process or a transaction using MasterCard SecureCode, you can contact our YES BANK Customer Contact centre (or email us at: yestouch@yesbank.in.)

4. Authentication

During registration for MasterCard SecureCode, you may be required to select or may be provided a password and hint-and-response question and answer. When engaging in an online e-commerce transaction or other transaction for which MasterCard SecureCode is used, you may be asked for your password or hint response before the merchant accepts your Card in payment for the transaction. If you are unable to provide your password or hint response, or if the authentication, otherwise fails, the merchant may not accept your Debit Card for payment in that transaction.

By registering for MasterCard SecureCode, you agree to the use of this as evidence of your identity, including the authorization of transactions authorized in advance to recur at substantially regular intervals.

Authentication: Certain websites/the Bank at a later date may provide for any additional authentication in addition to what has been requested for. The Cardholder agrees to validate such requirements at a future date.

5. Cardholder Password & Security

You are solely responsible for maintaining the confidentiality of your password / SecureCode, Registration Data and other verification information established by you with respect to MasterCard SecureCode, and all activities that occur using your password, Registration Data or other verification information supplied to or established by you with respect to MasterCard SecureCode. You agree not to transfer or assign your use of, or access to, MasterCard SecureCode to any third party. You agree to immediately notify us of any unauthorized use of your password or other verification information, or any other breach of security. We shall not be liable for any loss or damage arising from your failure to comply with this TOS.

6. Conduct Guidelines

You agree not to: impersonate any person or entity using the MasterCard SecureCode; upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by / MasterCard SecureCode; modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the MasterCard SecureCode Website

or service or the software used in connection with MasterCard SecureCode; remove any copyright, trademark, or other proprietary rights notices contained in MasterCard SecureCode;"frame" or "mirror" any part of the MasterCard SecureCode Website or service without YES BANKs/ MasterCard's prior written authorization; use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the / MasterCard SecureCode Website or service or its contents; otherwise interfere with, or disrupt, MasterCard SecureCode or servers or networks connected to / MasterCard SecureCode, or violate this TOS or any requirements, procedures, policies or regulations of MasterCard SecureCode or of any networks connected to MasterCard SecureCode; or violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by YES BANK/MasterCard (all of which shall constitute "Applicable Law") in connection with your use of MasterCard SecureCode.

7. Liability

Under no circumstances will the Bank be liable for consequential, incidental, special or indirect losses or other damages, such as any damage to your computer or telephone service resulting from your generation/use MasterCard SecureCode.

We assume no responsibility for, and will not be liable for, any damages to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of, or downloading from this web site.

The Bank will not be liable if a transaction on the internet / ecommerce transaction does not materialise or is delayed or is incomplete.

8. Termination

If you desire to disable or unsubscribe to / MasterCard SecureCode, you can call our YES Touch Phone Banking Service so that your password and Registration Data with MasterCard SecureCode can be deactivated. Any purchases made using / MasterCard SecureCode prior to deactivation will not be affected.

We may temporarily or permanently deactivate your ability to use / MasterCard SecureCode and terminate your relationship with us with reasonable notice, by such mode as we deem fit, to you.

9. Dealings with Merchants

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through / MasterCard SecureCode, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such merchant. We will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You understand that use of MasterCard SecureCode does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant participates in MasterCard SecureCode program. For example, YES BANK MasterCard SecureCode program does not verify the identity of the merchant.

10. Disclaimer of Warranties

You expressly understand and agree that any software obtained through the use of MasterCard

SecureCode is downloaded and used at your own discretion and risk and that except as otherwise provided in this TOS Agreement, you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through MasterCard SecureCode.⁵⁴

Except as otherwise required by any applicable law, we make no representations or warranties about MasterCard SecureCode of any kind, express or implied, including any warranties as to merchantability or fitness for a particular purpose.

11. Miscellaneous

Password

You agree and acknowledge to:

- Keep the MasterCard SecureCode password totally confidential and not reveal it to any third party.
- Choose a MasterCard SecureCode password which shall be sufficiently long and shall consist of a mix of alphabets and numbers (atleast 1 capital & 1 small alphabet) which must not relate to any readily accessible personal data such as your name, address, telephone number, driver license, etc. or easily guessable combination of letters and numbers.
- Commit the MasterCard SecureCode password to memory and not record it in a written or electronic form, and
- Not let any unauthorized person have access to your computer or leave the computer unattended while accessing the Net for making/using the MasterCard SecureCode.

Misuses of Password / SecureCode:

You acknowledge that if any third person obtains access to your SecureCode password, such third person may be able to carry out transactions using the MasterCard SecureCode. You shall ensure that the terms and conditions applicable to the use of the password as contained in the TOS are complied with at all times.

Internet Frauds:

The Internet per se is susceptible to a number of frauds, misuses, hacking and other actions which could affect making/use of MasterCard SecureCode. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions which could affect the making and use of the MasterCard SecureCode. You shall separately evolve/evaluate all risks arising out of the same and we cannot be held liable for the same at any time.

Technology Risks:

The technology for the MasterCard SecureCode offered by the Bank could be affected by virus or other malicious, destructive or corrupting code, program or macro. It may also be possible that the site of the Bank may require maintenance and during such time it may not be possible to process the request of the Customers. This could result in delays in the processing of instruction or failure in the processing of instructions and other such failures and inability. You understand and acknowledge that the bank disclaims all and any liability, arising out of any failure or inability by the Bank to honor any customer instruction.

Limits:

You are aware that the Bank may from time to time impose maximum and minimum limits on the MasterCard SecureCode. You realise, accept and agree that the same is to reduce the risks on you. For instance, the Bank may impose transaction restrictions within particular periods or amount restrictions within a particular period or even limits on each transaction. You shall be bound by such limits imposed and shall strictly comply with them.

Indemnity:

You shall indemnify the Bank for and against all losses and damages that may be caused as a consequence of breach of any of the MasterCard SecureCode Terms and conditions and the terms and conditions mentioned herein above under.

You hereby acknowledge and understand that the Bank may for the purpose of providing MasterCard SecureCode use the services of any third party.

Charges

You hereby agree to bear the charges as may be stipulated by the Bank from time to time for availing of these services. You hereby authorise the Bank to recover all charges related to MasterCard SecureCode as determined by the Bank from time to time by debiting any of your accounts.

In the event of any inconsistency between the Terms and Conditions for AT M/Debit Card and this TOS, this TOS shall prevail.

7.25 DROP BOX SERVICE

Through this service the local currency cheques and instructions are accepted at drop boxes located at Bank sites. This Service is provided only for the convenience of the Customer and he should inquire about the guidelines for this Service before availing of the same.

The instrument deposited in the Drop Box should be executed properly and should be deposited with the deposit slip attached to it. The Bank may refuse (with no liability to the Bank) any credit with respect to any instrument deposited in the Drop Box, and/or reverse entry, when the instrument is incomplete, not properly executed or not supported with adequate proof or documentation as per RBI regulations or is found to be discrepant or inadequate by the Bank. In case of any dispute in respect of this clause

the decision of the Bank shall be final and binding. Customer undertakes to bear all costs for communication with and by the Bank and indemnify the Bank from any loss or damage suffered by the Bank arising out of Customer's act or omission.

The Bank does not accept any liability for any loss or damage that the Customer or any third party may suffer due to non-processing or delayed processing of any instrument or cheque deposited into the Drop Box; or crediting the amount of the instruments in an Account other than the Account intended due to lack of clarity/overwriting of the Account number on the deposit slip or otherwise. This does not include the scope of YES Business debit card which is a physical card, but can be used on the net- it is not an e-com card.

7.26 INSURANCE

7.26.1 The Cardholder specifically acknowledges and agrees that the Bank will not be liable in any manner whatsoever by virtue of any insurance cover that may be provided, and the insurance company will be solely liable, whether in case of a death of a Cardholder or otherwise, and the Cardholder shall not hold the Bank responsible or liable for any matter arising out of or in connection with such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the Insurance company.

7.26.2 The Cardholder acknowledges that the Bank is not acting as an agent of the insurance company and no claim regarding deficiency of service shall lie or be filed against the Bank by the Customer.

7.26.3 The Cardholder further acknowledges that the insurance cover provided will be available to the Cardholder only as per the terms, conditions and exclusions of the relevant insurance policy in force, and only so long as the Cardholder is and remains a Cardholder of the Bank with his account maintained in good standing. On the Card/account being cancelled or withdrawn temporarily or permanently, for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of cancellation or withdrawal.

7.26.4 The Bank may at any time, at its sole discretion and without giving any notice thereof to the Cardholder or assigning any reason therefor, suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on the Bank to continue the same.

7.26.5 Lost Card Liability feature is available on all Point of Sale transactions. PIN based transactions like Cash withdrawals from ATMs are not covered under this feature.

7.26.6 All Point of Sale transactions done up to a maximum of 7 days before the date of reporting and 72 hours after the reporting are eligible under the Lost Card Liability Protection.

7.26.7 The insurance cover will come into effect as soon as the debit card is used for purchase at any merchant outlet.

7.26.8 The Bank or the insurance company will not be liable for any claim made by the card holder under knowledge of it being fraudulent or any transaction done on a debit card not issued by the Bank.

7.26.9 The Bank or the insurance company will not be liable for any losses sustained resulting from any fraudulent or dishonest acts committed by the cardholder's employee or family members.

7.26.10 The insurance benefit covers only direct losses sustained limited to the fraudulent transactions done on the card only.

7.26.11 The Bank or the insurance company will not be liable for any losses arising directly or indirectly by reason of or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether a war is declared or not), civil war, rebellion, revolution, civil commotions, military or usurped power or martial law.

7.26.12 The personal accident death benefit claim needs to be submitted to the Bank within 30 days of the incident.

7.26.13 The purchase protection insurance covers goods stored inside the premises of the Card Holder.

7.26.14 The purchase protection cover does not cover losses due to wear and tear or depreciation or consequential losses of any kind.

7.26.15 In all cases the decision of the Bank will be final and binding on the Customer.

The insurance offering is valid for applicable accounts which were not dormant /closed as on January 31, 2009 and for all Point of Sale transactions carried out and reported after February 1, 2007.

8. GENERAL PROVISIONS RELATING TO "E COM DEBIT CARDS"

The Customer shall apply to the Bank in the prescribed form for availing of this service to enable purchase of goods / services from the Internet. YES BANK shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the Customers.

The Bank shall not be responsible for interception/ misuse of debit card over the internet or any other medium. Therefore usage of the card will be tantamount usage of debit card by the Customer and Bank shall not be liable if debit card falls into wrong hands / used fraudulently due to any reason whatsoever. Further, Bank shall not be responsible for any interception/ misuse of E Com Debit Cards.

The Bank shall not be liable if a transaction on the Internet does not materialize / delayed or is incomplete through due to any whatever reasons whatsoever.

The Bank shall not guarantee the quality or the serviceability of the goods / services bought online for which payment is made using E Com Debit Cards.

The Internet per se is susceptible to a number of frauds, misuses, hacking, phishing and other actions which could affect use of E Com Debit. The Bank shall aim to provide security to prevent the same, but Bank shall not guarantee the Customer for such Internet frauds, hacking and other actions which could affect the use of the Banks E Com Debit Cards and the same shall be borne by the Customer. The Customer shall separately evolve/evaluate all risks arising out of the same.

The Bank is authorised to deal in foreign exchange and issuing International Debit Cards (IDCs) which can be used by a resident for drawing cash or making payment to a merchant establishment overseas during his visit abroad. It is clarified that IDCs can be used only for permissible current/ savings account transactions and the item-wise limits as mentioned in Foreign Exchange Management Act, 1991 read with regulations as amended from time to time, are equally applicable to payments made through use of these cards.

The IDCs cannot be used on internet for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for call-back services, etc., i.e. for such items/activities for withdrawal of foreign exchange is not permitted.

9. INTERNET BANKING

Terms and conditions for Internet Banking (*as defined hereinafter*) **provided by YES Bank Limited ("the Bank"):-**

The use of any and all services by or under Internet Banking (*as defined hereinafter*) shall at all times be governed by the following Terms and Conditions ("**Terms**"). By registering to use the Internet Banking (*as defined hereinafter*) as also by virtue of the continued usage of the Internet Banking, the Customer shall be deemed to have accepted and shall be bound by all these Terms.

9.0 Introduction:

The Customer and the Bank agree that Internet Banking shall be available to the Customer subject to the Terms contained and referred herein.

The Customer may either by himself or acting through their Users, access the Internet Banking through the website owned, established and maintained by the Bank located at the URL www.yesbank.in

By signing the Application Form (*which term includes any supplements thereto*) and returning it to the Bank, the Customer agrees to be bound by these Terms.

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

"**Account**" refers to any account of the Customer opened and maintained with the Bank in India.

"**Additional Authentication**" refers to any additional factor of authentication besides the Customer ID/User ID and Password/PIN which may include but is not limited to a challenge- response mechanism, one time password, digital certificates etc. as may introduced/provided by the Bank from time to time.

"**Affiliate**" of YES Bank shall mean and include any company which is the holding company or subsidiary of YES Bank, or any person under the control of or under common control with the Bank or in more than 26% of the voting securities of which the Bank has a direct or beneficial interest or control.

For the purpose of this definition of Affiliate, "**control**" together with grammatical variations when used with respect to any person, means the power to direct the

management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "person" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.

"Application Form" refers to the application form duly filled, signed and submitted by the Customer to the Bank for availing Internet Banking.

"Customer" shall refer to the person / persons whose details are more particularly set out in the Account opening forms/documents and shall include individuals, partnership firms represented by their/its partners, body corporate represented by its authorized representatives, trust represented by the trustees/authorized representatives, Hindu Undivided Family represented through its Karta/coparceners, Society represented by its authorized representatives, proprietorship concern represented by the proprietor.

"Customer ID" or "Login ID" or "User ID" refers to the user short name provided by the bank at the time activation or created by the User himself for the Internet Banking designated for use and/or used by the Customer and/or User. It is used by a Customer/User to identify himself when he logs into a system and starts a Login Session. It is used by the system to identify each unique Customer/User. This shall also include the IDs assigned to individual Users as authorized by the Customer.

"Customer Instruction/s" refer to any instruction/s which has been received by the Bank from the Customer ID/User ID allotted to the Customer/User by the Bank through Internet for availing Internet Banking.

"Internet" refers to a worldwide system of interconnected computer networks.

"Internet Banking" refers to the services including but not limited to services such as enquiry about balance in the Account, details about transactions in the Account(s), statement of Account, transfer of funds, bill payment and any other service as the Bank may decide to provide from time to time through Internet. Such Internet Banking may be provided by the Bank directly or through its associates or contracted service providers. The Bank's Internet Banking portals are available in two variants i.e. Retail and Corporate and are being made available to the Customers/Users through its Website.

"Login Session" describes the connection established by a Customer/User with a login, until either the Customer or the system or service to which he connects terminates the connection.

"Password/PIN" refers to a word or numbers or a combination or an access code, which the Customer/User has chosen, to allow them to use Internet Banking. It is also used for identification of Customer/User.

"Personal Information" refers to the information provided by the Customer/User to the Bank.

"Terms" refer to terms and conditions herein for use of Internet Banking.

"User" shall refer to the person/persons/representative who have been nominated/authorized by the Customer along with requisite documentation to access the Internet Banking offered by the Bank to the Customer and/or any other person using the Internet Banking at the instance/on behalf of the Customer.

"Website" refers to the website owned, established and maintained by the Bank located at the URL www.yesbank.in

9.2. Applicability of Terms: These Terms shall be applicable on both the Customer and the Users and shall form the contract between the User/Customer and the Bank for availing Internet Banking. The User/ Customer shall apply to the Bank for availing Internet Banking by filling the Application Form or such other form as may be prescribed by the Bank from time to time. The Bank shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the Users/Customer. By applying for or availing the Internet Banking, the Customer/User acknowledges and accepts these Terms. Notwithstanding anything contained herein, all terms and conditions stipulated by the Bank/ Affiliates pertaining to the Accounts shall continue to be applicable to the Customer/ Users, provided, in the event of a conflict in any of the aforesaid terms pertaining to the Account and the Terms herein, the Terms contained herein shall have an overriding effect. These Terms will be in addition to and not in derogation of the terms and conditions relating to any Account of the Customer/User.

9.3. Internet Banking: The availability/non-availability of a particular service under Internet Banking shall be communicated to the Customer/ User through email or web page of the Bank and/or in writing as may be deemed fit by the Bank. Such Internet

Banking may be provided by the Bank directly or through its associates or contracted service providers.

Money Monitor: The Money Monitor service as provided by the Bank is a value added service only for information purposes provided through third party service provider/s. The Customer/ User acknowledges and agrees that Money Monitor only aggregates/consolidates the financial information, as provided by the Customer, with regard to the various financial relationships maintained by the Customer/User with the Bank and/or any other bank/financial and/or non-financial institution. The Customer shall not be able to carry out any financial transactions using Money Monitor. The information provided on Money Monitor is aggregated at set frequency and hence the aggregate information shall be updated only to that extent. The Bank does not guarantee or make any representations and warranties as regards to information provided on Money Monitor including but not limited to the suitability, use, truthfulness, sequence, completeness, accuracy, reliability, correctness of the information provided on Money Monitor and the Customer/User shall use such information at its/his entire risk and consequences. The Bank does not warrant that the information will be uninterrupted or free of any error, omission, defect, shortcoming or limitation of any nature. The Customer/User waives any claim, issues or complaints against the Bank arising as a result of reliance upon the information provided through Money Monitor. Data and information retrieved through the Money Monitor is for informational purposes only, and is not intended for trading or transactional purposes. The Bank shall be not liable for any errors or delays in the content or information obtained through the Money Monitor, or for any actions taken in reliance thereon. User shall be fully responsible for all activities/transactions that occur due to an unauthorized use by any third party of the Username and Password. The Bank shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of the services provided on the links found on the Website. The Bank reserves its right to change or discontinue, temporarily or permanently, the Money Monitor service at any time without providing any prior notice. In order to maintain the security and integrity of the Money Monitor service, the Bank may also suspend the access to the Money Monitor service at any time without providing any prior notice. Customer/User agrees that the Bank will not be liable to or any third party for any modification or discontinuance of the Money Monitor service.

9.3.1 The Customer/User agrees at all times, in addition to complying with the Terms, to exercise due diligence and good faith in using Internet Banking. Should the Bank be of the opinion that the Customer/Users are in any way in breach of the Terms, the Bank

shall, in accordance with the Terms herein, have the right to, without any notice, suspend or terminate the use of Internet Banking by the Customer/Users.

9.3.2 The Bank shall have the right to determine and vary from time to time the scope and type of the services to be made available under Internet Banking including, without limitation: -

- a) expanding, modifying or reducing the services provided under Internet Banking at any time;
- b) imposing and varying any restrictions on the use of the Internet Banking such as minimum and maximum daily limits with respect to the value of any transactions/dealings or for particular type of transactions/dealings which the Customer/User may carry out using Internet Banking;
- c) prescribing and changing the normal service hours during which the Internet Banking is available and any daily cut-off time for any particular type of services/transaction under the Internet Banking. Any Customer Instruction received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next business day; and
- d) reducing or re-setting a transfer limit (*whether designated by the Customer or the Bank*) to a lower value or to zero if the Customer/User has not utilized any or all service(s) under the Internet Banking for a period of time that the Bank may designate from time to time or otherwise as part of the Bank's internal risk control policy.

9.3.3 For the purpose of availing Internet Banking, the Customer/User need to have legal and valid access to the Internet.

9.3.4 The Bank may, at its sole discretion, keep its records of the transactions in any form. In the event of any dispute and in the absence of clear proof that records maintained by the Bank are erroneous or incomplete, the Bank's records shall be binding as the conclusive evidence of the transactions carried out through Internet Banking. Any request for any service, which is offered as a part of Internet Banking, shall be binding on the Customer as and when the Bank receives such a request. If any request for a service under Internet Banking is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the Customer, the Bank shall not be required to act on the request until it receives such documentation from the Customer.

In case of any request for a service under Internet Banking relating to any foreign currency transaction made by the Customer, the exchange rates quoted by the Bank shall only be provisional and shall be subject to future variations. The rate at which the transaction is given effect to would be the effective rate for all intents and purposes.

The Customer/User hereby acknowledges that he/it is availing the Internet Banking Service at his/its own risk.

9.4 Internet Banking Access: The Customer/User would be allotted a Customer-ID/User ID and a secret Password/PIN by the Bank in the first instance. The Customer/User will be required to change the Password/PIN assigned by the Bank on accessing Internet Banking for the first time. As a safety measure, the Customer/User shall change the Password/PIN as frequently thereafter as possible. In addition to Customer-ID/User ID and Password/PIN, the Bank may, at its discretion advise the Customer to adopt Additional Authentication as an additional security measure.

The Customer/User grants express authority to the Bank for carrying out transactions and instructions authenticated by such Password/PIN and/or Additional Authentication, if any.

If the Customer/User forgets the Password/PIN, the Customer/User may promptly request for the issue of a new Password/PIN by sending a written request to the Bank and/or can generate the new Password/PIN through Internet Banking and/or through any other mode permitted by the Bank and the same shall not be construed as the commencement of a new contract between the Bank and the Customer/User. The Customer agrees and acknowledges that the Bank shall in no way be held responsible or liable in the event the Customer incurs any loss as a result of the Bank processing the Customer Instruction/s received through Internet Banking by providing the correct Customer ID/User ID/Password/PIN and the Customer/User shall fully indemnify and hold harmless the Bank and the Affiliates in respect of the same. The Customer/User hereby instructs and authorizes the Bank to comply with any/all Customer Instruction(s) by using the correct Password/PIN. The Bank shall be entitled to assume that any Customer Instruction(s) received by the Bank from the Customer/User through Internet Banking is/are given/ authorized by the Customer/User and agrees that the Bank shall not be liable if such instructions are later found out to be fraudulent, unauthorized, duplicate or erroneous, in any manner whatsoever. The Customer/User also authorizes the Bank to disclose information pertaining to the Account/s, if such disclosure is required under any law/rule/regulation and/or under

any order/ direction of any authority and confirms not to hold the Bank liable/responsible for any loss caused in relation thereto and further agrees to keep the Bank fully indemnified to that extent.

The information relating to the banking transactions through Internet Banking is updated continuously and in real-time, while information pertaining to other services may not be updated continuously but at regular intervals. Therefore, the information supplied to the Customer/User through Internet Banking shall pertain to the date and time when it was last updated and not as the date and time when it is supplied to the Customer/User. The Bank shall not be liable for any loss that the Customer/User may suffer by relying on or acting on such information.

Internet banking shall be deactivated, at the Bank's sole discretion for **safety purposes**, if the same is not accessed for a period of 3 months or more. The Customer may reactivate the same by providing a written request to the nearest branch.

As a safe banking security measure, the Bank also reserves its right to suitably modify /deactivate all or any of the features offered under its Internet Banking, at its sole discretion, with or without providing any prior intimation to the Customer/User. The Customer/User may have the features reinstated/re-activated by providing a written request to the nearest branch through its authorized signatory/ies.

The Customer/User is further advised to ignore any e-mail or phone call or SMS asking for his/its Account/ User ID/ Password/ PIN and/or any other personal/ confidential detail/s pertaining to Internet Banking and/or the Account/s.

For the Customer's benefit and convenience, the Bank suggests that the Customer installs /add such additional security features as recommended by the Bank from time to time.

9.5 Customer Instructions

9.5.1 The Bank will accept Customer Instruction only if it has been effected through the Internet Banking using the appropriate Password(s)/PIN and/or Additional Authentication, if any in accordance with the Terms or such other terms & conditions as may be prescribed by the Bank from time to time.

9.5.2 The Customer hereby requests and authorizes the Bank to treat all apparently valid Customer Instructions received by the Bank, as instructions duly provided and authorized by the Customer, even if they are in conflict with the terms of any other

mandates given by the Customer at any time concerning his/her/its Accounts or affairs. Subject to the Bank's obligations as stated in Clause 9.5.1 above, the Bank shall be under no other obligation to check the authenticity of Customer Instructions or the authority of the person or persons giving them.

9.5.3 The Customer is responsible for the accuracy and completeness of Customer Instructions and for ensuring that they will achieve the Customer's intended purpose. The Bank shall not be liable for any loss or delay where the contents of the Customer Instructions are inaccurate or incomplete.

The Customer shall indemnify and hold the Bank harmless from and against any / all consequences arising from the Customer's not complying with the provisions of any applicable laws, rules or regulations and/or the Terms contained herein. The Customer undertakes not to use the Internet Banking to effect payment(s) for any illegal purchases i.e. purchases of items / services not permitted as per extant laws, rules and regulations.

9.5.4 In the event that the Customer requests the Bank to cancel or modify any Customer Instruction, the Bank shall make all reasonable efforts to comply with such request. However, the Bank shall not be liable for any failure to cancel or modify the Customer Instruction if such request is received at a time or under circumstances that render the Bank unable to comply with the Customer Instruction. The Customer, however, acknowledges and agrees that Customer Instruction, once executed, shall be irrevocable and binding on the Customer.

9.5.6 The Bank shall be entitled to debit the Customer's Accounts or any other account of the Customer maintained with the Bank, with any amounts that the Bank has paid or incurred in accordance with a Customer Instructions.

9.5.7 The Bank may, in its absolute discretion and without liability, refuse to act on or delay acting on a Customer Instruction if:

9.5.7.1 It is a request or instruction, the effect of which would be to exceed a limit imposed by the Bank upon the Customer generally or by the Customer upon the User in question or upon himself/itself;

9.5.7.2 The Bank knows of or suspects a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of the Customer's Accounts or the Internet Banking specifically; or

9.5.7.3 The Bank has terminated the Internet Banking generally or specifically for the Customer.

9.5.8 The Bank shall notify the Customer, as soon as is reasonably possible, in the event the Bank does not act upon or delays in acting on a Customer Instruction pursuant to the clause above.

9.5.9 The Customer agrees that a transaction being carried out *via* Internet Banking may not always be simultaneous with a Customer Instruction. The processing of the Customer Instruction may take time and may only be processed during normal banking hours even though Internet Banking is available and accessible beyond such hours.

9.5.10 As part of Internet Banking, the Customer may issue a Customer Instruction requesting the Bank to forward certain information relating to the Customer to third parties on Customer's behalf. The Customer hereby authorizes the Bank to disclose such information to such third parties. Further, it would be the discretion of the Bank to process or deny any such request. Provided further, if the Bank agrees to act on such request, the Bank will use reasonable efforts to forward any such information to the recipient and address specified in the relevant Customer Instruction within a reasonable time of receipt of such Customer Instruction. The Customer must ensure that the information requested to be forwarded by the Bank is complete and accurate and will not give rise to any claim against the Bank (including without limitation any claim in defamation, in relation to privacy or for infringement of any other third party rights).

9.5.11 The Customer agrees to Internet being the means of communication between the Customer and the Bank/ third parties and/or the Bank and the third parties and fully acknowledges the risks that any such communication may be intercepted, monitored, amended or otherwise interfered with by third parties. The Bank shall not be responsible or liable to the Customer or any third party in the event of any such occurrence in relation to any communication between the Bank and the Customer (or which appears to have been made on the Customer's behalf), or any communication the Customer asks the Bank to enter into with any third party.

9.5.12 The Bank may appoint other parties to provide some or all of the services under Internet Banking. The Customer agrees that such parties shall have the benefit of any provisions of the Terms as available to the Bank and/or which limit the Bank's liability in relation thereto.

9.6 Security Provisions

9.6.1 The Customer hereby agrees to comply with the provisions of the Terms and other reasonable instructions or recommendations the Bank may issue to the Customer regarding Internet Banking security from time to time, including, without limitation, the security recommendations contained in the documentation shared with the Customer at the time of the Internet Banking setup. The Customer agrees that that it is his/its sole responsibility to set-up, maintain and regularly review security arrangements concerning access to, and use of, the Internet Banking and information stored on the Customer's computing and communication systems, and in particular the Customers' and any of its Users' control of Customer ID/User ID and Passwords/PIN and access to Internet Banking.

9.6.2 The Customer confirms that they have assessed the security features of Internet Banking and have determined that they are adequate to protect each of the Customer's/User's interests.

9.6.3 The Customer shall ensure that each User complies with the Terms and any security procedures etc. as may be communicated by the Bank to the Customer/User, including without limitation, the security recommendations that the Bank has made/may make in future and advise to the Customer/User in writing over email or otherwise.

9.6.4 The Customer shall and shall also ensure that each User keeps the Customer ID/User ID, Passwords/PIN and/or Additional Authentication, if any secure and secret at all times and take steps to prevent unauthorized use thereof. For example, Customer/User should:

- 9.6.4.1** Never write or otherwise record the Passwords/PIN in a way that can be understood by someone else;
- 9.6.4.2** Never reveal the passwords to anyone else including the Bank's staff;
- 9.6.4.3** Avoid Passwords/PIN which may be easy to guess such as passwords used in connection with third parties;
- 9.6.4.4** Inform the Bank immediately if the Customer/User believes that a third party may have seen or have access to their Passwords/PIN or access to their Additional Authentication, if any;

- 9.6.4.5** Never record passwords on any software which retains it automatically (for example, any customer screen prompts or 'save password' feature or the like on their Internet browser);
- 9.6.4.6** Ensure that they are not overlooked by any one or monitored by closed circuit TV and must avoid allowing anyone to identify the keys they are pressing while logging on;
- 9.6.4.7** Change their Password/PIN on a regular basis and not alternate between Passwords/PIN;
- 9.6.4.8** Never personalize their Additional Authentication, if any in such a manner so as to allow or facilitate anyone to link the Additional Authentication to them; and
- 9.6.4.9** Never allow anyone to come in possession or take control or use their Additional Authentication, if any.

9.6.5 Once the Customer/ User has logged into the Internet Banking portal or the Website, the Customer/User must not leave at any time the Internet terminal from which they have accessed Internet Banking or the Website or let anyone use the Internet terminal until they have logged off from the Internet Banking and the Website completely. The Customer shall be responsible for ensuring that each User has logged off the Internet Banking and the Website at the end of each session.

9.6.6 The Customer and its Users must not access Internet Banking or the Website from any computer connected to a local area network (LAN) or any public internet access device or access point without first making sure that the computer and the network are free of virus, spyware, destructive or disruptive component, malicious code or any other software or component which will or may compromise either the Bank's or the Customer's access to and /or use of the Website, Internet Banking. Further, the Customer shall also ensure that at all times no one else is able to observe or copy their access or get access to Internet Banking or the Website pretending to be a Customer/User.

9.7 The Customer and/or its Users must notify the Bank immediately of the following: -

- 9.7.1** Any unauthorized access to Internet Banking, the Website or any unauthorized transaction or instruction which the Customer or any of its Users know of or suspect;

9.7.2 If the Customer/ User suspects someone else to have knowledge of the Password(s)/PIN or has access to their Additional Authentication, if any. In the event of any such breach or suspected breach of security the Customer must ensure that the Customer/all the Users change their Passwords/PIN immediately to one which they have not used before.

9.7.3 The Customer hereby agrees to comply immediately with all reasonable requests for assistance from the Bank and/or the police in trying to recover any loss or to identify actual or potential security breaches. The Bank may disclose information about the Customer or their Account to the police or other third parties if the Bank thinks it will help prevent or recover losses, without providing any prior notice to the Customer.

9.8 If the Customer suspects any impropriety on the part of any User in connection with the Internet Banking or a User leaves the Customer's employment, the Customer shall ensure that such User is unable to use the Internet Banking in relation to the Customer's Account/s.

9.10 The Customer agrees that they shall be solely responsible for the performance and protection of any browser used to access Internet Banking including the prompt adoption by the Customer of all security patches and other security measures issued or recommended, from time to time, by the developers of such browsers.

9.11 The Customer agrees to keep the Bank indemnified against all actions, proceedings, costs, losses and damage of any kind which the Bank/its Affiliate may suffer as a result of the Bank/its Affiliate acting on any Customer Instruction in accordance with the Terms herein, or as a result of any failure on the Customer's/ User's part, to comply with the duties & responsibilities as stipulated hereunder.

9.12 Cyber Crime: The Internet per se is susceptible to various cyber crimes like phishing, vishing (voice phishing), SMSing (phishing through SMS), compromise of Customer's/User's system security etc., that could affect Customer 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 Customer Instructions/other instructions to the Bank including but not limited to delay or failure in processing the Customer Instructions. The Customer/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 Customer/User understand that doing a Internet Banking transaction at a cybercafe/shared computer terminal is risky and shall

avoid using the services of a cybercafe/shared computer terminal to do any Internet Banking transactions.

9.13 Representation & Warranties

9.13.1 The Customer shall ensure and agree that Internet Banking or any related service is not used for any purpose which is illegal, improper or which is not authorised under these Terms.

9.13.2 Unauthorized Access: The Customer shall take all necessary precautions to prevent unauthorized and illegal use of Internet Banking and unauthorized access to the Accounts through Internet Banking. The Bank shall take all commercially reasonable care to prevent unauthorized access to the Internet Banking at its end using reasonable technology.

9.13.3 Internet Banking Password/PIN: The Customer/User acknowledges, represents and warrants that the Password/PIN which will be issued to the Customer/User or as subsequently changed by the Customer/User, provides access to the Account and that Customer/User is the sole and exclusive owner of the Password/PIN and accepts sole responsibility for use, confidentiality and protection of the Password/PIN, as well as for all Customer Instructions, orders, instructions and information changes carried out in the Accounts using such Password/PIN.

The Customer/User represents and warrants that he shall keep the PIN/Password confidential and not disclose it to any third person.

The Bank shall not be required to verify or judge the correctness of any Customer Instructions received by it, so long as it satisfies itself of the correctness of the Password/PIN used for providing such Customer Instruction. The Customer acknowledges that any instruction so received by the Bank shall be irrevocable. Should any instruction issued by the Customer, be capable of being executed by the Bank in more ways than one, the Bank may execute the said instruction in any one of the said ways at the Bank's sole discretion.

The Customer/User shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. The Customer/User shall comply with such guidelines, instructions or terms as the Bank may prescribe from time to time with respect to the Password/PIN and/or Additional Authentication, if any.

9.13.4 The Customer/User shall not be discharged by transmission over the Internet of any notice, instruction or request which, as per the terms hereof or any other specific terms and conditions, requires the Customer/User to send in writing and in physical form. The Customer acknowledges and confirms that all records of Customer Instructions/other instructions received from the Customer maintained by the Bank, in electronic or documentary form, and such other details (including but not limited to payments made or received) shall, as against the Customer, be deemed to be conclusive and binding.

9.13.5 The Customer/User shall not interfere with, alter, amend, tamper with or misuse in any manner whatsoever (the opinion of the Bank being conclusive in this respect), the Internet Banking.

9.13.6 In the event of any alleged fraudulent use of the Account through the Internet, the Customer/User agrees that the Customer/User shall be solely and exclusively responsible for all loss caused thereby and shall not hold the Bank liable for any loss caused thereby. Further, the Bank shall in no way be liable for any loss or damage that may occur due to hacking of the Account(s) by any person which can be termed as 'cyber crime' under Indian or foreign laws.

9.13.7 The Customer hereby represents and warrants that the Customer has the authorization to operate the Internet Banking and genuine software has been installed on the Customer/User computer/other systems.

9.13.8 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 'anyone or survivor'. The Customer desirous of using the Internet Banking should either be the Account holder and sole signatory or authorized to act independently in case of a joint account. For such joint accounts, one Customer ID and Password/PIN each for Internet Banking will be issued to each of the joint account holders when requested. The other joint account holders shall expressly agree with the arrangement and give their consent in the prescribed format on the Application Form for use of Internet Banking. In case of joint accounts operated by more than one Customer, the Bank shall act on the Customer Instructions received first and any subsequent Customer Instruction shall be ignored in case there are no sufficient funds in the Account to carry out such subsequent Customer Instruction. 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.

In case of Customers accessing Internet Banking–Corporate variant, the transaction rights would be provided to Customer/Users as per the specific board resolution/resolutions etc. received from the Customer in this regard and the privileges shall be configured as per the registration form submitted to the Bank by the Customer. Each User would be provided with a separate User ID, Password/PIN and Additional Authentication, if any.

9.14 Maintenance of Sufficient Balance: The Customer shall ensure that there are sufficient funds (or prearranged credit facilities) in any Account for carrying transactions through Internet Banking, and the Bank shall not be liable for any consequences arising out of its failure to carry out the Customer Instructions due to inadequacy of funds and/or credit facilities, provided always that the Bank shall at its sole discretion, be entitled to carry out such Customer Instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the Customer and the Customer shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related costs and charges. The Bank may withdraw the provision of Internet Banking, wholly or partly, if at any time the amount of deposit falls short of the required minimum as aforesaid and/or if the service charges remain unpaid, without giving any further notice to the Customer and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

9.15 Funds Transfer Through Internet Banking: The Customer/User shall be responsible for keying in the correct account number for the fund transfer request. In no case, the Bank shall be held liable for any erroneous transactions incurred arising out of or relating to the Customer/User entering wrong account numbers.

The 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. The Bank reserves its right to charge the Customer for any funds transfer request initiated by the Customer and given to the Bank as per the Schedule of Fees/Charges displayed on the Website or available at the branches. If funds transfer is made available to the Customer, it may be used for transfer of funds from Account to other accounts belonging to third parties maintained at the Bank and/or at any other Bank which falls under the network of Reserve Bank of India's Electronic Fund Transfer system.

The Customer can transfer funds to any third party only up to the limits fixed by the Bank from time to time.

In the event of receiving an incorrect credit by reason of a mistake committed by some other Customer, the Bank shall be entitled to reverse the incorrect credit at any time whatsoever without obtaining Customer's prior consent.

9.16 The Customer acknowledges that in case of Internet Banking-Retail variant, for effecting funds transfer, a one-time Password shall be generated and delivered to the mobile number of the Customer recorded with the Bank. The Customer acknowledges that the Password is dependent on the connectivity and services provided by the cellular service provider(s) and that the Bank shall not be liable or responsible for any error, disruption, non-delivery, delay in delivery of the Password or any interruption, disruption or failure in the provision of the Internet Banking, whether caused by strikes, power failures, equipment malfunctions or other reasons of the cellular service provider(s). The Customer understands and agrees that the Bank shall not be held liable for any loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.

9.17 The Customer acknowledges and confirms that the Password provided by the Bank through the cellular service provider shall be entered within the stipulated time as specified by the Bank and the Customer understands and agrees that the Bank shall not be held liable for any loss, damage, charges or expenses for not using the Password within the time as stipulated by the Bank.

9.18 Authority to Transfer Funds - Waiver of requirement for two or more signatures: The Customer agrees that if there is any requirement to verify two or more signatures on cheques or transfers of funds, such requirement shall NOT apply to Customer Instructions pertaining to fund transfers, including online fund transfers using Internet Banking. The Customer is responsible to establish the appropriate Account controls and hereby releases the Bank from any liability upon the Bank executing transfers or payments in accordance with the Customer Instructions.

The Customer acknowledges that limitations on individual or joint authority to transfer funds under other Bank agreements shall not apply to Customer Instructions through Internet Banking. The Customer acknowledges that limitations on such access can only be controlled by the Customer and the Users and not the Bank. The Bank will not be liable to the Customer or any business entity for any loss, damage, or expense arising from access to an account by Users who have been given access to Internet Banking basis express request to that effect from the Customer and the Customer hereby agrees

to indemnify and keep the Bank harmless against all actions, claims or demands arising from the actions of such it User/s.

9.19 Direct Debit Facility: The Bank provides the facility of payment for transactions executed on Internet through different sites. The Bank will execute such transactions only for the sites specified on its website www.yesbank.in 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 informational content on any other site.

9.20 Authority to the Bank for Internet Banking: The Customer irrevocably and unconditionally authorizes the Bank to access all his Account(s) for effecting banking or other transactions performed by the Customer through the Internet Banking. The Customer Instructions shall be effected only when such instruction is in accordance with the prescribed procedure and the Terms.

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

9.21 Instructions: All Customer Instructions for Internet Banking shall be given, through computer or any other medium/channel enabled by the Bank for the purpose, by the Customer/User in the manner indicated by the Bank. The Customer shall also be responsible for the accuracy and authenticity of the Customer Instruction/other instructions provided to the Bank and/or Affiliates and the same shall be considered to be sufficient to operate the Internet Banking. The Bank shall not be required to independently verify the Customer Instructions, and the Customer Instruction shall remain effective till such time the same is countermanded by supplementary Customer Instructions. The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of a Customer Instruction which is subsequently countermanded. Where the Bank considers the Customer Instructions to be inconsistent or contradictory,

the Bank at its sole discretion may seek clarification from the Customer/User before acting on any Customer Instruction or act upon any such Customer Instruction as it deems fit. The Bank shall have no liability or obligation to keep a record of the Customer Instructions or to provide information to the Customer or for verifying Customer Instructions. The Bank may refuse to comply with the Customer Instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any Customer Instruction and shall have the right to suspend the operations through the Internet Banking if it has reason to believe that the Customer instructions will lead or expose to direct or indirect loss or may require an indemnity from the Customer before continuing to operate the Internet Banking.

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

9.22 Accuracy of Information: The Customer is responsible for the correctness of information supplied to the Bank for use of the Internet Banking or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the Customer/User. If the 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.

9.23 Liability of the Customer and YES BANK: Neither the Bank nor the Affiliates shall be liable for any unauthorized transactions occurring through the Internet Banking and the Customer hereby fully indemnifies and holds the Bank and the Affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. The Bank shall under no circumstance be held liable to the Customer if the Internet Banking is not available in the desired manner due to maintenance activity or 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 the Bank. Under no circumstances the Bank shall 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 Customer or by any other person. Illegal or improper use of the Internet Banking shall render the Customer liable for payment of financial charges as decided by the Bank or will result in suspension of the operations through Internet Banking.

9.24 Disclaimer of Warranties: The Customer 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, the Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Internet Banking. The Bank does not warrant that access to the Website and Internet Banking shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website or use, accuracy or reliability of Internet Banking. The Bank shall not be liable for any virus that may enter the Customer's system as a result of the Customer using Internet Banking. The Bank does not guarantee to the Customer or any other third party that Internet Banking would be virus free.

9.25 Indemnity: In consideration of the Bank providing the Customer Internet Banking, the Customer shall, at his own expense, indemnify and hold the Bank, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, indemnified against all losses and expenses on full indemnity basis which the Bank may incur, sustain, suffer or is likely to suffer in connection with the Bank or Affiliates' 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 Internet Banking for any action taken or omitted to be taken by the Bank and /or the Affiliates, its officers, employees or agents, on Customer Instructions. The Customer will pay the Bank and /or the Affiliates such amount as may be determined by the Bank and/or the Affiliates to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature. Further, the Customer agrees, at its own expense, to indemnify, defend and hold harmless the Bank, its directors and employees,

representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against the Bank, 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 the Bank, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with:

- (i) a violation of the Terms contained herein by the Customer; or
- (ii) any deletions, additions, insertions or alterations to, or any unauthorized use of, Internet Banking by the Customer/ User; or
- (iii) any misrepresentation or breach of representation or warranty made by the Customer contained herein; or
- (iv) any breach of any covenant or obligation to be performed by the Customer/User hereunder; or
- (v) Any loss due to any virus that may enter the Bank's or any of its Affiliates', sub-contractors', agents' or service provider's system.

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

9.26 Non-Transferability: The grant of Internet Banking to a Customer is not transferable under any circumstance and shall be used only by the Customer. The Customer shall be fully liable for the act/ omissions of the Users/ third parties with whom the Customer has shared his/its Account details and/or Passwords/PIN etc. and shall keep the Bank fully indemnified to that extent.

9.27 Suspension/Termination of Internet Banking:

9.27.1 The Bank may suspend/ withdraw/ terminate any/ all service/s provided to the Customer under the Internet Banking with/ without any notice if the Bank considers it

necessary or advisable to do so, for instance, to protect the interest of the Customer in case of a suspected security breach. Further, the Bank may withdraw or terminate the Internet Banking anytime either entirely or with reference to a specific service for routine, non-routine or emergency maintenance and/or in case of breach of Terms by the Customer without a prior notice as stated aforesaid; or if it learns of the death, bankruptcy or lack of legal capacity of the Customer. Clause 9.24 and 9.25 of the Terms shall survive the termination of the Internet Banking for any reason whatsoever.

9.27.2 The Bank shall use reasonable efforts to inform the Customer without undue delay through Internet, and / or the Bank's website(s) if any service under the Internet Banking is unavailable.

9.27.3 The Bank shall reimburse the Customer if the Bank has charged the Customer specifically for a particular service which is not made available to the Customer (which for the avoidance of doubt shall not mean any periodic fee charged for the Internet Banking as a whole). Other than reimbursing any sum as set out above, the Bank will have no further liability to the Customer.

9.27.4 The Customer may request for termination of the Internet Banking any time by giving a written notice of at least 15 days to the Bank. The Customer will remain responsible for any transactions made through the Internet Banking until the time of such termination.

9.28 Applicability To Future Accounts: The Bank and the Customer agree that if the Customer opens further Accounts with/subscribes to any of the products/services of the Bank or any of the Affiliates, and the Bank extends the Internet Banking to such Accounts or products or services and the Customer opts for use thereof, then the Terms shall automatically apply to such further use of the Internet Banking by the Customer.

9.29 General: The Bank may sub-contract and employ agents to carry out any of its obligations under the Terms. Internet Banking would be available to the Customers in certain cities only and during timings specified by the Bank from time to time and transactions would be carried out on the same day or on the next Business Day depending upon the time of logging of the transaction. The Customer would have to ensure that the equipment used for availing of Internet Banking meets the criteria as may be specified by the Bank from time to time. All costs incurred by the Customer including telecommunication costs to use the Internet Banking would be borne by the Customer.

As a tool to correct misunderstandings, the Customer understands, agrees and authorizes the Bank, at its discretion, and without further prior notice to the Customer, to monitor and record any or all telephone conversations or electronic communications between the Customer and the Bank and any of its employees or agents.

The availability/non-availability of a particular service shall be communicated to the Customer through email, web page of the Bank or in writing as may be deemed fit by the Bank.

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

9.31 Proprietary Rights: The Bank shall make reasonable efforts to advise from time to time the Internet software such as browsers which are required for availing of Internet Banking. There will be no obligation on the Bank to support all or any versions of the Internet software as may be required for offering Internet Banking. The Customer acknowledges that the software underlying the Internet Banking as well as other Internet related software which are required for accessing Internet Banking is the legal property of the respective vendors/developers. The permission given by the Bank to access Internet Banking will not convey any proprietary or ownership rights in such software. The Customer/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.

9.32 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. The Bank would be deemed to have fulfilled its legal

obligation to deliver to the Customer any document if such document is sent *via* electronic means. Failure to advise the Bank of a 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.

DOORSTEP BANKING TERMS AND CONDITIONS AS APPLICABLE TO NON INDIVIDUALS

Terms & Conditions for Door Step Banking services provided by YES BANK Limited. These Terms and Conditions apply to and regulate the provision of door step banking services offered by YES BANK Limited to the Customers in India.

Definitions: In this document the following words and phrases have the meaning set below unless the context indicates otherwise:

"Account" refers to any account of the Customer with YES BANK in India, which is designated as eligible account by YES BANK for the Services.

"Agent" means the any person/ entity as YES BANK shall from time to time engage for provision of Services.

"Banking Day" means a day on which Branch is open for the transaction of ordinary banking business in India.

"Branch" means the branch of YES BANK with whom the Customer has opened Account.

"Cash" shall mean currency notes in circulation in India

"Correspondent Bank" means any other bank that YES BANK shall from time to time engage for provision of Services. "Customer" refers to individual & non individual entities who has bank account with YES BANK and whose request for availing the Services has been accepted by YES BANK. "Instruments" shall mean cheques, pay orders, demand drafts and such other negotiable instruments drawn by Customer/ drawn in favor of Customer. "Instruction" refers to the requests made by the Customer through facsimile transmission or instructions, email transmission or instruction, or any other instruction provided and received at the designated YES BANK branch or through phone banking or through such medium as approved by YES BANK from time to time for the purpose of availing any of the Service contemplated herein. "Service" shall mean pick up, collection and/or delivery of Instruments and Cash from Specified Locations pursuant to Instructions of Customer in accordance with the Reserve Bank of

India Guidelines, and these Terms and Conditions "Specified Locations" shall mean the places of collection/ delivery as specified by Customer in its application for availing Services. "Website" refers to the website owned, established and maintained by YES BANK at the URL www.yesbank.in "YES BANK" refers to YES 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 9th Floor, Nehru Centre, Dr. Annie Besant Road, Worli, Mumbai 400018 and shall include its successors and assigns.

2. Applicability of Terms: These Terms along with the General Terms and Conditions form the contract between the Customer and YES BANK for availing of the said Services. The Customer shall apply to YES BANK in the prescribed form for availing of the Services. YES BANK shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the Customers. By applying for or availing of the Services, the Customer acknowledges as having read, understood and accepted these Terms and the General Terms and Conditions.

3. Instructions: The Customer undertakes to issue all Instructions in connection with the Services in the manner and mode prescribed by YES BANK. The Customer agrees and understands that YES BANK shall act on the Instructions of the Customer only if in the opinion of the concerned officer of YES BANK such Instructions are clear and unambiguous. YES

Bank shall not be required to independently verify the veracity, authenticity or validity of the Instructions. YES BANK shall have no liability arising from execution of the Instruction given by Customer or for delay in carrying out the Instructions or where 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 Customer on account of fraud or otherwise. YES 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 of the Services or reject to carry out the Instructions if it has reason to believe that the Instructions will lead or expose to direct or indirect loss to YES BANK, or YES BANK may require an indemnity and/or other security/comfort from the Customer before continuing to restore/performance the Services and/or Instructions. YES BANK may, in its sole and absolute discretion, act on any Instruction given by the Customer to YES BANK, or which YES BANK reasonably believes to have been made by the Customer.

4. Accuracy of Information: The Customer is responsible for the correctness of Instruction supplied to YES BANK for use of the Services whether by means of facsimile transmission / / email instruction channel / or other approved channel. YES BANK accepts no liability for the consequences arising out of erroneous information supplied by the Customer. If the Customer notices an error in the instructions supplied to YES BANK, the Customer shall immediately advise YES BANK which will endeavor to correct the error wherever possible on a reasonable best efforts basis.

5. Appointment Of Agents: YES BANK shall appoint such agents/agencies as YES BANK may deem fit to perform the Services. The Customer further agrees and confirms to pay to YES BANK such charges as may be notified to the Customer by YES BANK through any of the modes permitted under extant RBI norms for making available the Services or any other changes to the same thereon. In the event of any delivery being made to the Customer pursuant to the Instructions, the Customer agrees and confirms that the acknowledgement to be furnished by the Customer on the delivery challan/courier sheet would be a final and binding acknowledgement and confirmation of receipt by the Customer of the items/documents/cash, as applicable, that have been delivered to the Customer.

6. Service Arrangement: The Customer acknowledges and agrees that the Instructions for the Services shall be processed by YES BANK only if the same are received by YES BANK in the prescribed time and manner during the normal business hours of the Bank. All requests received after the normal business hours shall be deemed to be received only on the next business day. Notwithstanding the aforementioned, Bank reserves the right to decline to offer this Service on a business day in case of a force majeure scenario or any scenario which adversely affect its ability to offer the Service. The Customer agrees and acknowledges that the YES BANK shall collect/deliver the Instruments/Cash to the Specified Locations pursuant to the Instructions of the Customer. YES BANK may send its Agent to the Customer for the purpose of carrying out the Instructions. YES BANK will accept and present in clearing account payee cheques and drafts expressed to be payable to the Customer and shall use its best endeavor to ensure that Customer's Account is credited for the amount of these cheques and drafts as per the arrangement. In case, the day of credit/payout happens to be a holiday at the "Clearing location" and/or "Payout location" then the credit/payout will happen on the next "Banking Day" or as per specific arrangement as agreed between the Bank and the customer. . YES BANK also agrees to accept and give credit to the Customer's Account for the cash picked-up by YES BANK subject to verification and reconciliation of cash picked up with the Instructions of the Customer. At centers where

YES BANK does not have its branches, it shall be open to YES BANK to utilize the services of any Correspondent Bank for collection of instrument on its behalf. Cash as picked up during official business hours of the Bank will be credited the same day. If any instruction for cash/cheque pick up or delivery is received after the official cut off time, such instruction will be taken for execution only on the next business day. The Customer agrees and acknowledges that the Customer shall ensure that the Customer shall not hand over self/ bearer cheques to the cheque pick-up / delivery agency in lieu of the cash delivered to the Customer or at the Customer's address without ensuring that the "Paid" stamp of the cash delivery agency is affixed on the cheque in the Customer's presence. The Customer agrees that limit of cash to be collected or delivered shall be as specified by YES BANK from time to time.

7. Charges/Fees: The Customer agrees to pay fees as specified by YES BANK from time to time in connection with provision of Services as per Schedule of Fees/ Charges. Fees payable shall be exclusive of taxes. Failure to pay the charges/fees (including applicable taxes) on or before the specified date will render the Customer liable for payment of interest at such rate as may be stipulated by YES BANK and communicated in the Schedule of charges and/or withdrawal of the Services without any liability to YES BANK. The Customer hereby authorizes YES BANK to debit its bank account held with YES BANK with any sum of money that is payable by the Customer to YES BANK, in connection with Services.

8. Liability: The Customer is responsible for the correctness of Instructions supplied to YES BANK for use of the Services. YES BANK accepts no liability for the consequences arising out of erroneous Instructions supplied by the Customer. If the Customer notices an error in the Instructions supplied to YES BANK, the Customer shall immediately advise YES BANK which will endeavor to correct the error wherever possible on a reasonable best efforts basis. The Customer acknowledges and agrees that the Instructions for the Services shall be processed by YES BANK only if the same are received on a Banking day and during the normal Banking hours of YES BANK and are authenticated according to the internal guidelines of YES BANK. The Services provided herein are a mere extension of the banking services offered at the branch of YES BANK

and liability of YES BANK and its agents herein shall be limited to the same extent as if the Services provided herein are provided at the branch of YES BANK. The Customer will agree and acknowledge that transmission of information through facsimile transmission/phone/Internet 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. The Customer will comply with such security procedure as may be prescribed by YES BANK from time to time for purpose of sending Instructions. The Customer undertakes not to disclose the security procedure to any person. If the Customer is of the opinion or has reason to believe that the authentication procedure may be known by an unauthorized person, the Customer must notify YES BANK immediately. Further the Customer shall keep YES BANK harmless and indemnified for any loss, damage, cost or expense which YES BANK incurs or suffers as a result of YES BANK providing such Services to the Customer. YES BANK will be responsible for the acts of omission and commission of its „agent“ done by them in the normal course of offering the services contemplated herein except when such omission or commission is cost due to a fraudulent act of the customer or force majeure scenario.

YES BANK shall not be liable for any inaccuracy, error or delay in, or omission of, (1) any data, information or message in the Instruction given, or (2) the transmission or delivery of the Instruction given; or (3) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission; ; or (ii) interruption in any such data, information or message, due to any act or omission by YES BANK 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 YES BANK, and in case of tampering and unauthorised 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. Under no circumstances, shall YES BANK, its Agents, 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 or resulting from unauthorized access or alteration of Instructions given or arising from interruption, suspension or termination of the Services or any inability of YES BANK to receive Instructions, directions, orders or other communications from the Customer or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise except in case of willful default or gross negligence on the part of YES BANK. Provided that notwithstanding anything to the contrary contained herein, the aggregate liability of

YES BANK under this arrangement shall not exceed the service charges/ fees received by YES BANK from the Customer for the Services. YES BANK will not be liable for any fraud or misappropriation of Cash and/or any liability or damages that the Customer incurs as a result of provision of Services by YES BANK save and except where such liability arises due to willful default or bad faith of YES BANK.

9. Indemnity: The customer will keep YES BANK indemnified, saved, defended and harmless at all times from and against all costs, charges, expenses, damages, liabilities proceedings, actions, penalties, suits, litigations and claims which may be made on or instituted against or caused to or suffered or incurred by YES BANK arising as a result of providing the Services to the customer or arising from the customer's gross negligence, willful default or bad faith. The indemnity furnished by the customer herein shall be of a continuing nature until all the obligation covered there under are discharged in full and the same shall remain in full force until a discharge certificate in respect of such indemnity is issued by the Bank.

10. Change of Terms: YES BANK shall have the absolute discretion to amend or supplement any of the Terms herein stated by posting the same on its website. The Customer shall be responsible for regularly reviewing these Terms including amendments thereto as may be posted on the website and the notice so given shall be deemed to be effective against the Customer on the date of posting of the same on the website. By utilizing the Service thereafter, the Customer shall be deemed to have accepted the changed Terms.

11. Termination: YES BANK may at any time without assigning any reason by giving prior written notice of 30 days to the Customer terminate the Services. Further, in the event of breach by the Customer of any terms and conditions contained herein or YES BANK learns of the death, bankruptcy or lack of legal capacity of the Customer, YES BANK may at any, without giving any notice to the Customer suspend/ withdraw the Services. Notwithstanding the aforementioned in case providing the service contemplated

herein is prohibited under any law or regulation or order passed by any Court or statutory authority, YES BANK shall be entitled to forthwith terminate the service without the need to issue any prior notice to the Customer The Customer may at any time without assigning any reason terminate the Services by giving a prior written notice to YES BANK. At the time of giving such notice, any Instructions of the Customer which is pending execution by YES BANK shall be carried out by YES BANK and the

termination notice sent by the Customer shall operate only upon completion of the said Services/rejection of the same by YES BANK.

12. Non-Transferability: The Services provided to the Customer is not transferable under any circumstance and shall be used only by the Customer. However, YES BANK shall have the right to transfer, assign or sell all its rights under these Terms and Conditions, which shall continue to be in force and effect for the benefit of the successors and assigns of YES BANK.

13. Recording of conversation: The Customer authorizes YES BANK, at its discretion, and without further prior notice to the Customer, to monitor and record any or all telephone conversations or electronic communications between the Customer and YES BANK and any of its employees or agents.

14. Force Majeure: The Customer agrees that provision of Service by YES BANK is subject to any occurrence resulting in prevention, delay or interruption in performing Service if such prevention delay or interruption is due to factors including but not limited to civil commotion, sabotage, lockout, strike or other labour disturbances of any kind interfering with or affecting the normal functioning of YES BANK or of the clearances of cheques or drafts, accident, fires, flood, explosion, epidemic, quarantine restrictions, damage to plant or the facilities, absence of the usual means of communication or transportation, act of terrorism or any other cause, whether of the same or a different nature, unavoidable or beyond control of YES BANK and YES BANK shall not be deemed to be in default so long as any such cause or the effect thereof persist and during reasonable period thereafter.

15. Governing Law: These Terms shall be governed by the laws of India. Any legal action or proceedings arising out of the Terms shall be brought in the courts or tribunals at Mumbai in India. YES BANK may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction.

Savings and Current Account:

Accounts given AQB exemption basis the fact that they have specified amount of overdraft continuing in the linked CASA account, is subject to continuance of this facility in the specified amount. In case the facility of FD OD is discontinued, CASA account will immediately become liable to maintain AQB as required for the that entire quarter/Half Year as applicable to the particular account type.

Accounts given AQB exemption basis the fact that they have specified amount of Fixed Deposit continuing in the name of primary applicant is subject to continuance of Fixed Deposit in the specified amount. In case the FD is discontinued /FD amount goes below minimum specified amount as defined for the account type, CASA account will immediately become liable to maintain AQB as required for the that entire quarter/Half Year as applicable to the particular account type

MUTUAL FUND

This facility of online investing in Mutual Funds is available to the account holders of ("the customer") of YES BANK Limited ("YES BANK"). This facility is one of the facilities granted under the Internet Banking Services of YES BANK and these terms and conditions are in addition to and not in derogation of the terms and conditions made available to the customer for the use of the Internet Banking Facilities of YES BANK as well as the Power of Attorney executed by the customer in favour of YES BANK for dealing in Mutual Funds on behalf of the customer based on instructions given by the customer through Internet.

By accessing this facility of online dealing in Mutual Funds, the customer acknowledges that the customer has read, understood and agreed to be legally bound by these terms and conditions.

Definitions:

"AMC" shall mean the investment manager or the asset management company to the respective Mutual Fund, appointed by the Trustee.

"Business Day" means a day on which Mutual Funds are open for business.

"Cut Off Time" shall mean the time specified on the Website, after which any instructions for dealing in Mutual Funds given shall be processed as if received on the next day and NAV as per respective Mutual Funds document will be applicable.

"Mutual Fund" shall mean the Mutual fund, in respect of which the transaction request has been received by YES BANK

"Net Asset Value (NAV)" of the Units of the Scheme will be computed by dividing the net assets of the Scheme by the number of Units outstanding on the valuation date.

"Purchase" shall mean subscription to the units of the various schemes of the Mutual Fund.

"Redemption" shall mean sale of the units of the various schemes of the Mutual Fund.

"Scheme" shall mean a scheme of a mutual fund launched by the AMC of the respective Mutual Fund.

"Trustee" means the Board of Trustees or the Trustee Company who hold the property of the Mutual Fund in trust for the benefit of the unit holders.

"Unit" shall mean the interest of an investor, which consists of one undivided share in the Net Assets of the scheme.

"Website" shall mean the website owned, established and maintained by YES BANK located at the URL www.yesbank.co.in.

Unless the context otherwise requires, words importing the singular shall include the plural and vice versa.

The customer shall ensure that all instructions given by the customer to YES BANK to deal in Mutual Funds on behalf of the customer in terms of this facility are true and correct and the customer shall be bound by the same. The customer shall be solely responsible for the correctness of the instructions provided to YES BANK. YES BANK shall not be liable for any consequences whatsoever arising out of erroneous information and/or instructions supplied by the customer.

The Units of the Schemes of the Mutual Funds shall be allotted or redeemed, as the case may be, at the Net Asset Value (NAV) prevalent on the date of the application, subject to the application form being complete in all respects and further subject to the application for Purchase or Redemption is received before the cut-off time as specified on the Website. YES BANK shall take all necessary action to ensure that the NAV allotted is the NAV applicable on the date of the application. However YES BANK shall not be liable for any loss that may arise to the client as a result of the correct NAV not being allotted to the customer's transactions on the Website.

In the event of YES BANK receiving any instruction on a non business day, after the Cut Off Time, the same would be processed on the next business day and NAV would be applicable as per the respective Mutual Fund's offer document.

The client undertakes to read all the relevant offer documents and terms and conditions of all Schemes of all Mutual Funds offered through YES BANK, before entering into any transactions through YES BANK.

The Net Asset Values (NAVs) quoted on the Website are for reference only and are subject to change without notice.

The customer shall ensure that there are sufficient funds in the customer's accounts with YES BANK which have been designated for this facility. YES BANK shall not be liable for any consequence arising out of YES BANK's failure to carry out such instructions due to the inadequacy of funds and/or credit facilities, provided always that if YES BANK, at its sole discretion, decide to carry out the instructions notwithstanding such inadequacy, the Bank may do so without seeking prior approval from or notice to the customer and the customer shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related charges.

This facility should be not construed as a recommendation, by YES BANK, to the customer to acquire or dispose of any Units in the Mutual Fund. While certain tools available on the Website may provide general investment or financial analyses based upon your personalised input, such results are not to be construed as YES BANK providing investment recommendations or advice. Unless otherwise specified, the customer also shall be responsible for determining whether any dealings in the Mutual Funds are appropriate or suitable for the customer.

It is explicitly stated herein that the Mutual Fund schemes offered online, have not been recommended by YES BANK, nor have been sponsored by YES BANK, or its affiliates or its sponsors.

YES BANK has the absolute discretion to amend or supplement any of the Terms and Conditions at any

time.

Any instruction given by the customer to YES BANK for Purchase or Redemption cannot be cancelled after the Cut Off Time.

The authorization of transaction for Purchase or Redemption will be construed as a binding contract between the respective Mutual Fund and the customer.

Neither YES BANK, nor any of the Mutual Funds shall be liable for any failure to perform its obligations, to the extent that such performance has been delayed, hindered or prevented by systems failures, network errors, delay or loss of data due to the above and in circumstances of acts of God, floods, epidemics, quarantine, riot or civil commotion and war, or for any reason beyond their control.

YES BANK does not guarantee any returns on investments made in Mutual Fund Scheme(s) by the customer. The customer agrees and acknowledges that investment in Mutual Funds involves a degree of risk and any execution of any transaction by the customer under this facility shall mean that the customer has taken into account such risks.

YES BANK shall take all reasonable efforts to ensure the best provision of services under this facility. However, YES BANK shall not be liable for failure of the system or for any loss, damage or other costs arising in any way out of:

System failure including failure of ancillary or associated systems, or fluctuation of power, or other environmental conditions; or

Accident, transportation, neglect, misuse, errors, frauds of the clients or agents or any third party; or

Any fault in any attachments or associated equipment of the clients; or

Any incidental, special or consequential damages including without limitation of loss of profit.

Neither YES BANK, its employees nor representatives shall be liable for any unauthorized transaction on the customer's account due to any omission/error on the customer's part or for any indirect, consequential or incidental loss such as loss of profits, business or income. The customer hereby fully indemnifies YES BANK and its employees against any action, suit, proceedings, initiated against it or any loss, cost or damage incurred by it as a result thereof.

In addition to these terms and conditions, the customer shall be bound by the terms and conditions of the Internet Banking Services of YES BANK as well as the Power of Attorney executed by the customer in favour of YES BANK.

The Terms and conditions contained herein shall be governed by Indian Laws and courts of Mumbai shall have the non exclusive jurisdiction in respect of any dispute or matter arising herein.

In case of inconsistency between any terms contained herein and terms contained in the Internet Banking Facilities, terms contained herein shall prevail.

FIXED DEPOSIT BOOKING THROUGH PHONE BANKING SERVICE

Terms and conditions governing booking of Fixed Deposits through Phone Banking Service of YES BANK

1. Definitions:

In this document the following words and phrases have the meanings set opposite them unless the context indicates otherwise:

1.1 Account(s) refers to the Customer's Savings Account and/or Current Account and/or Term Deposit Account /or any other type of account (each an "Account" and collectively "Accounts", so maintained with YES BANK which are eligible Account(s) for operations through the use of Phone Banking.

1.2 Customer(s) refers to a customer of YES BANK authorized to use Phone Banking Services under the said TERMS. However, the definition shall exclude minors and others not capable of entering into contracts as per the Indian Contract Act, 1872. Persons who subsequently become ineligible to avail the Phone Banking Service and/or to whom the Bank in future stops the facility of Phone Banking shall also be excluded.

1.3 Debit Card/ATM/ refers to the card issued by YES BANK to its Customers for effecting transactions at ATMs/EDCs/POS/Internet Payment Gateway/any other mode as intimated by YES BANK from time to time and shall include E Com Debit Cards.

1.4 Phone Banking/Phone Banking Service refers to YES BANK's Phone Banking service through which customers can place a request for booking of Fixed Deposits

1.5 Phone Banking Service Partner refers to the representative who assists the Customer and handles the Customer's requests, inquiries, complaints etc. through the Phone Banking Service

1.6 "PIN" (Personal Identification Number) refers to a 4-digit number that is provided by YES BANK for accessing the ATM service using the associated ATM or Debit Card.

1.7 "T-PIN" (Telephone Personal Identification Number) refers to a 4-digit number quoted or entered by the Customer for access to the Phone Banking Service. TPIN can be generated upon validation of four digit PIN over Phone Banking Service.

1.8 TERMS refer to Terms and Conditions for use of Phone Banking as specified in this document

1.9 "Cust Id" (Customer Identification Number) refers to a system generated but random Unique Identification Number provided to each Customer at the time of opening of the Account.

2. Applicability of TERMS:

2.1 These TERMS form the contract between the Customer and YES BANK. YES BANK shall be entitled at its sole discretion to accept or reject any application received depending on the Phone Banking Service TERMS.

2.2 By accessing the Phone Banking Service for the first time, the Customer acknowledges and accepts these TERMS. Notwithstanding anything contained herein, all Terms and Conditions stipulated by YES BANK in connection with the Account(s) shall continue to apply.

2.3 These TERMS shall be in addition to and not in derogation of the terms and conditions governing any Account of the Customer and /or any other product/services provided by YES BANK.

3. Type of Service:

The Customer accepts that YES BANK reserves the right to decide the type of services that may be offered on each Account and may differ for different categories of Customers. The services through Phone Banking shall be provided in a phased manner at the discretion of YES BANK. The Customer is aware and accepts that YES BANK reserves the right to revise, suspend or withdraw in whole or in part any of the services provided through Phone Banking, without any notice, and these shall be binding on the Customer. By using these new services, the Customer shall be deemed to have accepted the TERMS.

4. Access to Phone Banking Service:

4.1 The Customer is aware and accepts that YES BANK has agreed to provide the Phone Banking Service by giving instructions through the Interactive Voice Response system and/or through a Phone Banking Service Partner. Phone Banking Service Partner assisted service timings are subject to change and communicated and updated on YES BANK's website and other acceptable modes of communication

4.2 The Customer is aware and accepts that to avail the Phone Banking Service, the Customer is required to authenticate himself/herself to the Phone Banking system by successfully Verifying (a) the Customer Identification Number (CustID) and the

Telephone Personal Identification Number (TPIN) or (b) the Debit Card number and the associated Personal Identification Number (PIN) and/or successful verification as per the procedures as decided by YES BANK from time to time. The transactions done post the successful validation shall be binding on the Customer and the relevant records of which will be admissible in the event of any dispute

4.3 The Customer is aware and accepts that YES BANK has no means of verifying the identity of the person giving the telephone instructions in the name of the Customer and any transaction made will be binding on the Customer subject to the successful verification as detailed in Clause 4.2.

4.4 The Customer is aware and accepts that the Phone Banking Services will be available to all the account holders of YES BANK who are eligible to enter into a valid contract as per the Indian Contract Act, 1872, and the operating instructions as applicable in the account(s) would be applicable to the Phone Banking Services mutatis mutandis. Minors therefore will not be eligible for availing the said Phone Banking Service.

5. TPIN (Telephone Personal Identification Number):

5.1 The Customer is aware that he/she can generate a 4-digit TPIN through Phone Banking after the necessary authentication procedures are carried out. The Customer agrees that he/she will maintain secrecy of the TPIN and ensure that the same is kept confidential. The TPIN may subsequently, be changed by the Customer, at his/her own risk, by using the Phone Banking IVR. The Customer will not let any unauthorized person including any employee or representative of YES BANK, voluntarily, accidentally or by mistake, have access to the TPIN. If the Customer forgets / loses / misplaces the TPIN or the TPIN ceases to remain secret, the Customer undertakes to inform YES BANK immediately.

5.2 The Customer is aware and accepts that he/she may request for the issue of a new TPIN through Phone Banking or have the TPIN re-generated online through Phone Banking, as per the required process. A new TPIN will be issued to the Customer after the necessary authentication procedures are carried out. The Customer is aware and accepts that issuance of a new TPIN shall not be construed as the commencement of a new contract.

6. PIN (Personal Identification Number):

The security of the PIN is very important. If the Customer fails to observe these security requirements, he/she may incur liability for unauthorized use. Any instructions given by means of the PIN, whether in conjunction or independently may be deemed to be instructions given by the Customer, and YES BANK shall be entitled to assume that those instructions are given by the Customer. The Customer shall ensure that he/she does not reveal his/her PIN to anyone and takes all precautions to prevent anyone else from having any kind of access to the PIN. It is recommended that the Customer memorizes his/her PIN and then destroys any record of it.

7. Unauthorized Access:

The Customer shall take all necessary precautions to prevent unauthorized and illegal use of the service and unauthorized access to the Accounts provided by Phone Banking Service.

8. Financial Transactions:

The Customer understands that the facility of financial transactions will be provided in accordance with the procedures as decided by YES BANK from time to time and subject to successful verification of the Customer's bonafide". The Customer understands that YES BANK will endeavor to effect such transactions received through Phone Banking Service subject to sufficient balance available in the Customer's Bank Account.

9. Limits:

The Customer is aware and accepts that YES BANK may from time to time impose maximum and minimum limits on Financial Transactions given to the Customer hereunder. The Customer acknowledges and accepts and agrees that the same is to reduce the risks on him/her. For instance, YES BANK may impose transaction restrictions within particular periods or amount restrictions within a particular period or even each transaction limits. The Customer understands and agrees that he/she shall be bound by such limits.

10. Maintenance of Sufficient Balance:

The Customer shall ensure that there are sufficient funds (or prearranged credit facilities) in YES BANK Account for operations through Phone Banking and YES BANK shall not be liable for any consequences arising out of YES BANK's failure to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that YES BANK shall at its sole discretion, be entitled to carry out the instructions

notwithstanding such inadequacy without seeking the prior approval from or notice to the Customer and the Customer shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related to costs and charges.

11. Authority to YES BANK:

11.1 The Customer understands that all the records of YES BANK generated by the transactions arising out of the use of the Phone Banking Service, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction, and admissible evidence in case of any dispute. The authority to tape or record the transaction over telephone is hereby expressly granted by the Customer to YES BANK.

11.2 YES BANK shall endeavor to carry out the instructions promptly however shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law.

12. Charges:

The Customer hereby irrevocably and unconditionally authorizes YES BANK to recover all charges related to Phone Banking Service as determined by YES BANK from time to time by debiting one of the Accounts of the Customer. Failure to do so shall result in interest payable at the rate specified at that point in time by YES BANK. The Phone Banking Service shall be withdrawn if any charges remain unpaid, without any notice to the Customer and/or without YES BANK incurring any liability or responsibility for such withdrawal.

13. Changes in Terms & Conditions:

The Customer understands and accepts YES BANK has the absolute discretion to amend or supplement any of the TERMS at any time without giving any notice. Changed Terms and Conditions for the new services introduced shall be communicated to the Customer on the Bank's website and by other acceptable modes of communication. By using the services, the Customer shall be deemed to have accepted the changed Terms and Conditions.

14. Notices:

The Customer understands that Notices under these TERMS may be given by YES BANK and the Customer in writing by delivering them by hand or by sending them by post to the last address given by the Customer and in the case of YES BANK to its

Corporate Office address as set out herein above. In addition, YES BANK may also publish notices of general nature, which are applicable to all Customer(s) of Phone Banking in a newspaper or on its website. Such notices will have the same effect as a notice served individually to the Customer. The Customer understands and accepts that Notice and instructions will be deemed served 30 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

15. Accuracy of Information and Disclosure:

15.1 The Customer is responsible for the correctness of information supplied to YES BANK for use of the Phone Banking Service. YES BANK accepts no liability for the consequences arising out of erroneous information supplied by the Customer.

15.2 If the Customer notices an error in the information supplied to YES BANK either in the application form or any other communication, he shall immediately advise YES BANK and YES BANK will endeavor to correct the error wherever possible on a „reasonable efforts” basis.

15.3 The Customer agrees that YES BANK may hold and process the personal information provided by the Customer and all other information concerning the Customer’s Accounts on computer or otherwise in connection with the Phone Banking Service as well as for analysis, credit scoring and marketing.

15.4 The Customer further agrees, that YES BANK may disclose, in strict confidence, to other institutions, such information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with legal directive, for credit rating by recognized credit scoring agencies, for fraud prevention purposes. Any person with whom the Bank contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under the TERMS; any person (including any agent, contractor or third party service provider) with whom the Bank contracts or proposes to contract with regard to the provision of Phone Banking Services in respect of the Customer’s Account(s) or Phone Banking Services (as the case may be) or in connection with the operation of the Bank's business; any person employed with, or engaged as an agent by, the Bank or its head office or affiliates, including any relationship officers for the purposes of or in connection with interactions with the Customer or providing Phone Banking Services to the Customer or processing transactions pertaining to the Customer’s Accounts or Phone Banking ; and to enable the Bank to centralize or outsource its data processing and other administrative

operations to the Bank's head office, its affiliates or third parties engaged by the Bank for any such services/operations.

15.5 The Customer agrees and consents that the Bank shall be entitled, in connection with the Customer's application for any Account, Phone Banking Services provided by the Bank, or during the course of Customer's relationship with the Bank, to obtain and procure information pertaining to the Customer or any of Customer's Accounts, legal or financial position from whatever sources available to the Bank.

16. Applicability to Future Accounts:

The Customer agrees that if he/she opens further Accounts with/subscribes to any of the products/services of YES BANK, and YES BANK extends the Phone Banking Service to such Accounts or products or services and the customer opts for use thereof, then these TERMS shall automatically apply to such further use of the Phone Banking Services by the customer.

17. Indemnity:

The Customer agrees that in consideration of YES BANK providing the Customer the said Phone Banking Service, the Customer shall indemnify and hold YES BANK including its officers, employees and agents, indemnified against all losses and expenses on full indemnity basis which YES BANK may incur, sustain, suffer or is likely to suffer in connection with YES BANK's 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 Phone Banking Service by YES BANK through Phone Banking or for any action taken or omitted to be taken by YES BANK its officers, employees or agents, on the instructions of the Customer. The Customer will pay YES BANK such amount as may be determined to be sufficient to indemnify YES BANK against any such loss or expense even though they may not have arisen or are contingent in nature.

18. Governing Law:

18.1 These TERMS and/or the operations in the Accounts of the Customer maintained by YES BANK and/or the use of the services provided through Phone Banking shall be governed by the laws of Republic of India and no other nation. The Customer and YES BANK agree to submit to the exclusive jurisdiction of the courts located in Mumbai, India as regards any claims or matters arising under these terms and conditions.

18.2 The Customer understands that YES BANK accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India.

18.3 The Customer further accepts that the mere fact the Phone Banking Service can be accessed by the Customer in a country other than India shall not be interpreted to imply the laws of the said country govern these TERMS and/ or operations in the Customers Accounts and/or the use of Phone Banking.

19. General:

19.1 The Customer is aware and accepts that the Phone Banking Service would operate during timings specified by YES BANK from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction and accepting of requests.

19.2 The Customer agrees that YES BANK may sub-contract and employ agents to carry out any of its obligations under this contract. YES BANK may transfer or assign its rights and obligations under this contract to any other entity

19.3 YES BANK may, at its sole discretion and in accordance with the rules, regulations, guidelines etc. that may be framed by the Reserve Bank of India from time to time; utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/ services.

20. Fixed Deposits Booked via Phone Banking:

For fixed Deposits booked through Phone Banking the fixed deposit will be booked only in the name of the existing individual savings bank account holder/s of YES BANK where the mode of operation of the said savings bank account is "single" or "either or survivor" or "anyone or survivor"

Nomination as in Savings Account shall be replicated for the Fixed Deposit. For any other nomination the same will have to be done at the branch as per the normal procedure.

GENERAL TERMS & CONDITIONS FOR E-STATEMENTS

This document lays out the Terms and Conditions ("Terms") which shall be applicable to E-statement facility provided by YES BANK ("Bank").

1. The E- statement is an optional facility provided to the primary account holder(s) only and there is no compulsion imposed by the Bank for availing such a facility.
2. On agreeing to subscribe through the E -statement, Account Holder(s) agree to be bound by all the Terms and Conditions that may be specified by the Bank from time to time.
3. On registration for Email Statements (E-statement), physical statements will not be provided as a matter of course but at the sole discretion of YES BANK to such class of customers and for such periodicity as determined by YES BANK from time to time.
4. The Account Holder(s) hereby authorize YES BANK to send all or any reports, communications or information to us via e-mail or SMS Alert services by using the email list/mobile number provided by me/us. The Account Holder(s) understand that Internet/SMS is not encrypted and is not a secure means of transmission which involves the risks of possible unauthorized alteration of data and / or unauthorized usage thereof for whatever purposes. The Account Holder(s) acknowledge and accept that such an unsecured transmission method involves the risks of possible unauthorized alteration of data and / or unauthorized usage thereof for whatever purposes. Accordingly, the Account Holder(s) agree to exempt the Bank from any and all responsibility of such misuse and receipt of information, and hold the Bank harmless for any costs or losses the Account Holder(s) may incur due to any errors, delays or problems in transmission or otherwise caused by using the internet/SMS as a means of transmission. The Account Holder(s) further agree that the Bank shall not be liable or responsible for any breach of secrecy caused as a result of the E- Statements being sent to the email address or by SMS of the Account Holder(s) registered with the Bank. Further, the Account Holder(s)do hereby undertake to indemnify YES BANK for all losses, damages, costs, expenses (including reasonable legal expenses), incurred or suffered by YES BANK and against any actions, suits, claims or proceedings that are or may be initiated against YES BANK by YES BANK'S agreeing to send any reports, information or communication or arising from your sending such reports, information or communication to me/us by email or SMS Alert services.
5. YES BANK is not liable to verify the authenticity of the email id(s)/Mobile number of the Account Holder(s) registered with the Bank and the obligation to issue the E-statement/SMS shall be fulfilled once the E statement/SMS is send to the registered email id(s)/Mobile number of the Account Holder(s) notwithstanding the fact that transmission is returned or bounced for whatever reasons.

6. The Account Holder (s) is aware of that email/electronic transmissions/SMS may not be received properly and may be read or be known to any unauthorized persons considering that the same is transmitted through third party service providers. Accordingly the Account Holder(s) agree not to hold the Bank liable if any problem arises with the Account holder(s) computer network/Mobile network as result of receiving Statements from the Bank.

7. In case of Account held jointly by Account Holder(s), the Joint Account Holders agrees that the obligation to send the E- statement shall be fulfilled by sending the same to the email id registered with the Bank and the Account Holders shall not hold the Bank liable for receiving the E- statement to the designated email address of one of the Account Holder(s).

8. The Account Holder(s) shall at all times be responsible for updating the contact/email id details with the Bank from time to time so as to receive this service uninterruptedly.

9. The Account Holder confirms that the contact details furnished with the Bank is true and indemnifies the Bank against all claims/proceedings arising out of the Bank sending E- statements to the contact details or any other communications made with the contact details provided.

10. Account Holder shall not hold YES BANK responsible if they do not receive E- Statements due to incorrect Email address and technical reasons beyond the control of the Bank.

11. The facility contemplated hereunder is provided at the sole discretion of the Bank and the same is liable to be discontinued/altered/modified by the Bank.

12. By using this facility, the Account Holder confirms to have read and understood the Terms & Conditions pertaining to usage of this Channel Facility.

13. YES BANK shall have the absolute discretion to amend or supplement any of the Terms, and features of the E- statement facility including imposing fees/ charges for availing this facility. YES BANK shall notify/communicate the amended Terms by hosting the same on the Website or in any other manner as decided by YES BANK. The Account Holder(s) shall be responsible for regularly reviewing the Terms including amendments thereto and shall be deemed to have accepted the amended Terms by continuing to receive the E- statements.

14. YES BANK may provide the Account holder(s) with E- statements more often than is normally available at a charge. This charge will be indicated in the Schedule of Fees/Charges made available by YES BANK.

15. The Account holder(s) will inform YES BANK in writing within 15 days, if any irregularities or discrepancies exist in the details mentioned in the E- statement failing which the same shall be treated as accepted by the Account Holder(s).

16. The Account Holder(s) agrees and confirms that YES BANK shall not be liable if the transmission of E- statements could not be completed or for any failure on part of YES BANK to perform any of its obligations under these Terms if performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure event continues. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the YES BANK, including without limitations, unavailability of any communication systems, breach, or virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, acts of god, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc.

17. The Account Holder(s) agree(s) and confirms that all claims, matters and disputes are subject to the jurisdiction of the competent courts in Mumbai and irrevocably submit themselves to the jurisdiction of that court or tribunal. These Terms shall be governed by the laws of the Republic of India. YES BANK may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms in any other court, tribunal or other appropriate forum, and the Account Holder(s) hereby consents to that jurisdiction. Any provision of the Terms that 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.

OVERDRAFT AGAINST FIXED DEPOSIT / SMART SAVER FACILITY

1. These terms and conditions (the "Terms") apply to and regulate the provision of the Facility (as defined in the Application) granted / to be granted by YES BANK Limited ("Bank") to its customers (the "Borrowers"), against Term Deposit referred to in the

Application. Reference to "transaction documents" or "Transaction Documents" in the Terms shall mean the Application, the Terms, and all other agreements, instruments, undertakings, writings and documents in relation, or pertaining, to the Facilities. Reference to "relevant person" includes the Term Deposit Holder (as defined in the Application).

2. The Borrower(s) shall apply to the Bank in the prescribed form of application letter (the "Application") for the Facilities. The Bank shall be entitled, at its sole discretion, to accept or reject such Application as may be submitted by the Borrower.

3. The Borrower(s) shall be deemed to have unconditionally agreed to and accepted the Terms and its applicability to the Facility applied for by signing the Application. The Terms will be in addition to and not in derogation of the terms and conditions specified in the Application and the other transaction documents.

4. The Borrower(s) shall, unless otherwise agreed to by the Bank, repay / pay the Facilities together with all interest, costs, charges, expenses and monies whatsoever stipulated in, or payable in respect of the Facilities in accordance with the terms specified in the Application, the Terms mentioned herein and the transaction documents.

5. The Borrower(s) shall not avail Facilities from the Bank beyond the overall limit. The Bank shall set up a drawing limit for the Borrower(s) against the margin of the Term Deposit ("Drawing Power"). The Drawing Power of the Borrower(s) shall not exceed the Overall Limit (the term "Overall Limit" shall mean such limit fixed by the Bank at its sole discretion from time to time). The Bank may at its sole discretion vary the Drawing Power of the Borrower(s) if further Term Deposits are placed by the Borrower(s)/ Term Deposit Holder.

6. The Borrower(s) shall be entitled to avail of / seek drawals under the Facilities provided the Borrower complies with the Terms mentioned herein as also the terms and conditions mentioned in the Transaction Documents and there being no subsisting Event of Default.

7. During the subsistence of the Facility, if the Borrower(s) changes his status to a non-resident, the Bank may at its sole discretion allow continuance of the Facility or suspend/cancel the Facilities after appropriating the Securities and/or adjusting the proceeds thereof, against the Facilities. The Facilities may be drawn out of the Account from time to time / disbursed in installments. The Bank may, at the request of the

Borrower(s), make / allow disbursements / drawals under the Facilities by cheques / pay orders / authorisations.

8. The aforesaid drawals shall be utilised by the Borrower(s) exclusively for the Purpose as mentioned in the Application Letter. In the event any monies are remaining due and payable by the Borrower(s) to the Bank, whether under the Transaction Documents or otherwise, the Bank may, at its sole discretion, reduce the availability of the Drawing Powers of the Facilities and / or adjust such monies against the respective available Drawing Power and all such adjustments shall be treated as drawals by the Borrower(s).

9. The Borrower(s) agrees and undertakes that in the event that the Facility goes into a Temporary Overdraft, Bank shall at its sole discretion be entitled to liquidate the Term Deposits so as to clear the same on a Last In First Out ("LIFO") basis i.e. the Term Deposit linked to this Facility last shall be liquidated first.

10. The Borrower(s) shall pay to the Bank interest and all other charges on the amounts outstanding from time to time under the Facilities, at the rate(s), on the date(s) and in the manner specified in the Application or at such other rate(s) as may be decided by the Bank from time to time, at its sole discretion. The Borrower(s) acknowledges and confirms that notice, if any, provided by the Bank, as specified in the Terms or in any other manner whatsoever permitted under law or applicable regulatory guidelines, of any changes in rate(s) mentioned above or any notice from the Bank for payment of amounts at the changed rate(s), shall be treated by the Borrower(s) as sufficient and reasonable notice to the Borrower(s) and the Bank is not bound to issue any further notice of such changes to the Borrower(s).

11. In the event of nonpayment of monies due to the Bank by the Borrower(s), the Borrower(s) acknowledges and agrees that the Default Interest Rate may be charged by the Bank and that the same is reasonable and that it represents genuine pre-estimates of the loss expected to be incurred by the Bank. "Default Interest Rate" maybe defined as rate of interest linked to the Base Rate charged by the Bank in case of default in repayment of the said Facility by the Borrower(s). The interest payable by the Borrower(s) shall be subject to the changes based on guidelines / directive issued by Reserve Bank of India ("RBI") to banks from time to time. The Bank is obliged to give effect to any revision of interest rates, whether upwards or downwards, on all existing advances / financial assistances as per the RBI guidelines / directive.

12. For the purpose of calculation of Interest rate on Overdraft, Fixed Deposit rate as prevailing at the time of booking shall be considered.

13. FD Booking rate shall mean the rate of interest offered by the Bank to the customer for his deposits against which the Facility(ies) is granted by the Bank.

14. Interest on the outstanding amounts under the Facilities / other charges when debited to the relevant OD Account by the Bank, shall be calculated on the daily debit balance of such Account. The interest payable by the Borrower(s) shall be subject to the changes based on guidelines / directive issued by Reserve Bank of India ("RBI") to banks from time to time. The Bank is obliged to give effect to any revision of interest rates, whether upwards or downwards, on all existing advances / financial assistances as per the RBI guidelines / directive.

15. Interest and all other charges shall accrue from day to day and shall be computed on the basis of 365 days a year and the actual number of days elapsed. If the Due Date in respect of any amounts payable under the Facilities falls on a day which is not a Business Day at the place where the payment is to be made, the immediately preceding business day shall be the Due Date for such payment. "Business Day" for the purposes of the transaction documents, means a day on which the relevant office of the Bank or such other office as may be notified by the Bank to the Borrower(s), is open for normal banking transactions.

16. The Borrower(s) shall bear all interest tax, service tax, all other imposts, duties (including stamp duty and relevant registration and filing charges, if any, in connection with the Facilities) and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority in respect of or in connection with the Facilities and / or the transaction documents. The Borrower(s) shall also pay all costs, charges, fees, expenses in any way incurred by the Bank, and such stamp duty, other duties, taxes, charges and penalties if and when the Borrower(s) is required to pay according to the laws for the time being in force. In the event of the Borrower(s) failing to pay the monies referred to above, the Bank shall be at liberty (but shall not be obliged) to pay the same. The Borrower(s) shall reimburse all sums paid by the Bank in accordance with the aforesaid understanding together with applicable interests decided by the Bank.

17. All payments by the Borrower(s) in connection with the Facilities shall be made free and clear of and without any deduction, except to the extent that the Borrower(s) is required by law to make payment subject to any tax deduction at source under the

applicable law. Provided that, all taxes required by law to be deducted by the Borrower(s) from any amounts paid or payable under the transaction documents including but not limited to interest, commission, discount, service and other charges, any fees, shall be paid by the Borrower(s); and the Borrower(s) shall, within the statutory time frame prescribed under the law or 15 days of the payment being made, whichever is earlier, deliver to the Bank satisfactory evidence in accordance with the prevailing tax laws as may be amended from time to time, that the tax has been deducted at source and duly remitted to the appropriate authority.

18. The Borrower(s) shall reimburse all sums paid and/or expenses incurred by the Bank (including by or on behalf of their representatives/consultants) in relation to the Facilities within 15 Business Days from the date of notice of demand from the Bank. All such sums shall carry interest from the date of payment till such reimbursement at the specified rate and may be debited to the relevant bank account specified in the Application held by the Borrower(s) with the Bank at the branch / office specified in the Application.

19. The Borrower(s) shall create / cause such security to be created / furnished as may be considered appropriate by the Bank, in favor of the Bank in such form and manner as the Bank may in its sole discretion require as security for payment of all the dues of the Borrower(s) in relation to the Facility.

20. Notwithstanding any of the provisions of the Indian Contract Act, 1872 (or any statutory modification or reenactment thereof) or any other applicable law, or any terms and conditions to the contrary contained herein and/or the other transaction documents, the Bank may, at its absolute discretion, appropriate any payments made by the Borrower(s) in respect of the Facilities / any amounts realized by the Bank by liquidating the Term Deposit, towards the dues payable by the Borrower(s) to the Bank under any other agreements, and in any manner whatsoever.

21. Unless otherwise stipulated in the transaction documents, all monies payable by the Borrower(s) to the Bank shall be paid into the account through which the Borrower(s) was allowed the operation of the Facilities or to such other account(s) as the Bank may notify to the Borrower(s) on or before the relative due date. Credit for all payments by cheque/ bank draft will be given only on realization or on the relative due date, whichever is later.

22. The Bank shall have a lien on the Term Deposit(s) as also any further securities placed by the Borrower(s)/Term Deposit Holder with the Bank irrespective of any other

lien or charge, present or future. The Bank shall be entitled to set-off amounts lying in the Term Deposit(s) towards the amounts in respect of the Facilities payable by the Borrower(s) to the Bank and in the event of any shortfall, the Borrower shall pay / repay the same to the Bank without any further act, deed or thing required to be done by the Bank.

23. The Borrower(s) hereby irrevocably authorizes and instructs the Bank (without affecting Bank's general and legal rights of set off) as follows:

1. To adjust / set off/ appropriate the proceeds of the aforesaid Term Deposits ("Term Deposits") realized on the date of maturity or by way of premature refund of the relative Term Deposit(s) at the absolute discretion of the Bank with the outstanding amount of the Facility, any other amounts due and payable by the Borrower(s) to the Bank together with interest thereon and the balance left over, if any, be refunded to the Borrower;

2. To appropriate interest (at the discretion of the Bank) on the above Term Deposit account to the Facility without any reference to the Borrower(s);

3. To cover Term Deposits towards discharging the Borrower(s) total indebtedness to the Bank, on this and other account whatsoever and the Bank is further authorized to appropriate and adjust the proceeds of the Term Deposit toward this and any other account/amount due by the Borrower(s) in any capacity to the Bank;

4. The Borrower(s) is/are aware that notwithstanding anything herein before contained, the Bank shall not be bound to allow or to continue Borrower(s) account or accounts overdraft loan or cash credit or other facilities or accommodation of any kind to any extent or for any time further than the Bank shall in its absolute discretion see fit to do; and

5. That the aforesaid Term Deposit(s) may be renewed for such period and on such terms as may be decided by the Bank and to treat this as a continuing authority and instructions as mentioned above for the renewed Term Deposit also to cover the Facility.

24. The Borrower(s)/Term Deposit Holder shall not transfer or encumber the Term Deposit in any manner whatsoever. The Bank shall not recognize any lien / encumbrance in favor of any other person.

25. The Bank has no obligation to return the Term Deposit to the Borrower(s)/Term Deposit Holder till such time all the amounts in respect of the Facility are paid in full to Bank by the Borrower(s) to the satisfaction of the Bank.

26. The occurrence of any one or more of the following events shall constitute an event of default ("Event of Default"):

1. Default has occurred in the payment of any monies in respect of the Facilities on the Due Dates for payment thereof or otherwise and/or in the performance of any covenant, condition or agreement on the part of the Borrower(s) and/or any other relevant person under the Application, the Terms and the Transaction Documents;

2. The Borrower(s) and/or any other relevant person have, or there is a reasonable apprehension that the Borrower(s) and/or any other relevant person have, voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law or any action initiated by any statutory/regulatory authority, or are voluntarily or involuntarily dissolved, becomes bankrupt or insolvent or if the Borrower(s) and/or any other relevant person have taken or suffered to be taken any action for its / their reorganization, liquidation or dissolution or insolvency or bankruptcy or if a receiver or liquidator has been appointed or allowed to be appointed of all or any part of the assets of the Borrower(s) and/or any other relevant person, or if an attachment or distraint has been levied on the assets of the Borrower(s) and/or any other relevant person, or certificate proceedings have been taken or commenced for recovery of any dues from the Borrower(s) and/or any other relevant person, or if one or more judgments or decrees have been rendered or entered against the Borrower(s) and/or any other relevant person.

3. It is or becomes unlawful for the Borrower(s) and/or any other relevant person (including the Bank) to perform any of their respective obligations under the transaction documents;

4. The Term Deposit(s) is attached or a notice of/for attachment of the Term Deposit(s) is received from any statutory, legal or regulatory authority

5. The Borrower(s) and/or any other relevant person (excluding the Bank) fail or is / are unable to perform any of their respective obligations under any other agreement / document. On the happening of any Event of Default, the Bank shall, without prejudice to all its rights and remedies available under the Transaction Documents and/or applicable laws, be entitled to:

1. call upon the Borrower(s) to make payment of all monies in respect of the Facilities, and/or
 2. enforce security, if any, created in favour of the Bank, and/or
 3. terminate the Facilities, or
 4. suspend /cancel the Facilities, or
 5. reduce the availability of the amounts of the Facilities, and / or
 6. adjust such monies against the limits and all such adjustments shall be treated as draws by the Borrower(s).
27. All expenses incurred by the Bank, whether before or after an Event of Default, has occurred including in connection with: (a) preservation and / or protection of, or enforcement action against the Borrower(s) or other relevant person, and (b) collection of amounts under the Facilities, shall be payable by the Borrower.
28. The entries made in the accounts / account books / records of the Bank maintained in accordance with its usual practice and in compliance with the statutory requirements and/or a statement signed by the Bank, shall be final and binding on the Borrower(s). Such entries and/or statement shall be prima-facie and conclusive evidence of the existence and amount of the Borrower(s) obligations as therein recorded in respect of the Facilities.
29. The Bank shall, as it may deem appropriate and necessary, be entitled to disclose all or any : (a) information and data relating to the Borrower(s) and/or relevant person; (b) information or data relating to the Facilities or any other credit facility(ies) availed / to be availed by the Borrower(s) and/or relevant person from obligations assumed / to be assumed by the Borrower(s) in relation to the Facilities; (d) default, if any, committed by the Borrower(s) in discharge of the aforesaid obligations, to any agency/credit bureau "Agency") authorised in this behalf by RBI; The Agency so authorised may use, process the aforesaid information and data disclosed by the Bank in the manner as deemed fit by them; The Agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks / financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf; The information and data furnished by the Borrower(s) to the Bank from time to time shall be true and correct.

30. In case the Borrower(s) commits a default in payment or repayment of any amounts in respect of the Facilities, the Bank and/or RBI will have an unqualified right to disclose or publish the details of the default and the Borrower(s) name, its directors/ partners/member/trustee, as the case may be, as defaulters, in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.

31. The Borrower(s) confirms that none of the Borrower(s) director / partner / member / trustee, as the case may be, has been declared to be a willful defaulter. In the event such person is found to be a defaulter the Borrower(s) shall take immediate and effective steps for removal of such person. The Borrower(s) shall not assign or transfer all or any of its rights, benefits and obligations under transaction documents. YES BANK may assign its rights and obligations under the transaction documents to any party or its affiliates without the prior permission of the Borrower(s)/Term Deposit Holder. Notwithstanding any such assignment or transfer, the Borrower(s) shall, unless otherwise notified by the Bank, continue to make all payments under the Facilities to the Bank and all such payments when made to the Bank shall constitute a full discharge to the Borrower(s) from all its liabilities in respect of such payments;

32. Without prejudice to the aforesaid provision, the Bank may (at its sole discretion), without notice to the Borrower(s) and/or any other relevant person, share the credit risk of the whole or a part of the Facilities with any other person by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or conferred upon or held by the Bank under the transaction documents shall remain valid, effective and enforceable by the Bank on the same terms and conditions and the Borrower(s) and/or all relevant persons shall continue to discharge in full all its / their obligations under the transaction documents to the Bank. The Borrower(s) shall not have and shall not claim any privity of contract with such person on account of any reason whatsoever.

33. Subject to the above clause, the Transaction Documents shall be binding upon and endure to the benefit of each party hereto and its respective successors and assigns, heirs, executors, administrators, legal representatives, as the case may be. The Application is true and accurate in all material respects, is not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading and the other representations and warranties in the Application shall be deemed to form part of the representations and warranties herein made.

34. All acts, conditions and things required to be done, fulfilled or performed, and all authorizations required or essential for the entry and delivery of the transaction documents or for the performance of the Borrower(s) obligations in terms of and under the transaction documents have been done, fulfilled, obtained, effected and performed and are in full force and effect and no such authorization has been, or is threatened to be, revoked or cancelled.

35. The Borrower(s) has/have the power to avail of the Facilities from the Bank and the total borrowings (including the Facilities) are within the prescribed limits, if any.

36. The transaction documents have been duly and validly executed by the Borrower(s) or on behalf of the Borrower(s) and each transaction document constitutes or when executed in accordance with its terms will constitute, legal, valid and binding obligations of the Borrower(s) enforceable in accordance with their respective terms.

37. The entry into, delivery and performance by the Borrower(s) of, and the transactions contemplated by, the other Transaction Documents do not and will not conflict: (a) with any law; (b) with the constitutional documents, if any, of the Borrower(s); or (c) with any document which is binding upon the Borrower(s) or on any of its assets.

38. No litigation, arbitration, administrative or other proceedings are pending or threatened against the Borrower(s) or its assets, which, if adversely determined, might have a material adverse effect. Except to the extent disclosed to the Bank : (a) all the Borrower(s) contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis; (b) no director or a relative/near relation (as specified by RBI) of a director of a banking company (including the Bank) or a relative/near relation (as specified by RBI) of a senior officer of the Bank (as specified by RBI) is : a partner of the Borrower(s), or a trustee, member, director, manager, employee of the Borrower(s), or of a subsidiary of the Borrower(s), or of the holding company of the Borrower(s), or a guarantor on behalf of/for/to the Borrower(s), or holds substantial interest, in the Borrower(s) or a subsidiary or the holding company of the Borrower(s).

39. Except to the extent disclosed to the Bank, the Borrower(s) has not taken any action and no other steps have been taken or legal proceedings started by or against it in any court of law / other authorities for its insolvency, bankruptcy, winding up, dissolution, administration or reorganization or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of the Borrower(s) or of any or all of its assets.

40. There are no pending disputes / proceedings relating to income tax/sales tax dues as on date. The Borrower(s) shall comply with such other conditions as may be stipulated by the Bank from time to time on account of requirement of any applicable law.

41. The transaction documents shall be governed by the laws of India. Any legal action or proceedings arising out of the transaction documents shall be brought in the courts or tribunals at Mumbai in India and the Borrower(s) and the relevant person irrevocably submit themselves to the jurisdiction of such courts and tribunals. The Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the transaction documents in any other court, tribunal or other appropriate forum, and the Borrower(s) and the relevant person shall be deemed to have accorded their consent to that jurisdiction. Any provision of the transaction documents 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 transaction documents or affect its validity

42. The Bank has the absolute discretion to amend or supplement any of the terms and conditions at any time and will endeavour to give prior notice of fifteen days by email or put up on the website as the case may be for such changes wherever feasible and such amended terms and conditions will thereupon apply accordingly.

43. The Bank reserves the right to change, at any time, the Terms including, without limitation to, changes which affect existing balances, interest charges or rates and methods of calculation. The Borrower(s) shall be liable for all charges incurred and all other obligations under such revised terms and conditions until the Facilities are repaid in full.

44. The Bank may give notice under these terms and conditions electronically to the mailbox of the Borrower (which will be regarded as being in the writing) or in writing by delivering them by hand or by sending them by post to the last address given by the Borrower(s). In addition, the Bank may also publish notice of general nature, which are applicable to all borrowers of similar credit facilities on its website. Such notice will be deemed to have been served individually to the Borrower(s) and all relevant persons. In case the Borrower(s) wants to give notice to the Bank then it should be given in writing and should be sent to the branch office of the Bank., wherein the Facilities is set up/taken.

45. In case, Term Deposit Overdraft ("FDOD") facility and Sweep In are linked to the same Account(s), Sweep In shall be activated prior to FDOD."

46. The Borrower(s) agrees and understands that the facility is granted at the sole discretion of the Bank and shall continue to be available till the same is either cancelled by the Bank at its sole discretion or pursuant to a request for cancellation issued by the Borrower(s). The Borrower(s) further agrees and authorizes the Bank to auto renew the fixed deposit lien marked as security for the facility for the original period of deposit booked with the Bank at the rate as applicable till the time the aforesaid facility is terminated.

LOCKERS - TERMS AND CONDITIONS

1. The Safe Deposit Locker room will remain open as per branch timings on all working days (Monday to Saturday) except on Sunday and Bank holidays declared under section 25 of the Negotiable Instruments Act, 1881. Notwithstanding the aforesaid, access to safe deposit Locker would be subject to such other guidelines and rules stipulated by the Bank from time to time.
2. All rentals are payable strictly in advance and the Bank reserves the right of refusing access to the locker in event of the rental not paid when due whether the same has been demanded or not. An Auto Debit Instruction would be set up in the account for timely locker rent recovery. Debit Instruction to hit account two times post due date, on 1st & 14th day. Also, for all cases wherein rent due date in a calendar month, a Debit Instruction will run on a single date. e.g. for all Lockers where rent is due from 1-31st May, Auto Debit Instruction will run on 31st May.
3. The Hirer shall have no right of property in Safe Deposit Room but only an exclusive right of user thereof and access thereto during the period of this agreement and in accordance therewith. The Hirer shall not be entitled to assign or sublet the safe deposit Locker or any part of it, nor permit it to be used for any purpose other than for deposit of documents, jewelry or other valuables nor shall the Hirer use the locker for illegal purpose, safe keeping of any arms or property of an explosive or destructive nature. Further, the Hirer agrees and confirms that cash shall not be stored in the Safe Deposit Locker.

4. All articles held in Safe Deposit Locker with the Bank are subject to a general lien for all moneys due from the Hirer to the Bank and empowers the Bank to sell such property or part thereof in satisfaction of moneys due but not paid, without any intimation to client.
5. Either party may terminate the agreement on giving to the other seven days previous notice in writing at the address mentioned above (unless a revised address is notified by the concerned person to the other) prior to the date on which the agreed period or hiring terminates, of such intention and the keys of the locker shall in such case, be delivered by the Hirer to the Bank not later than noon on the day on which the termination of the hiring comes into effect.
6. If no such notice as aforesaid shall have been given, the hiring of the locker shall be considered renewed after date of determination but this condition is without prejudice to the rights of the Bank accrued in the meantime.
7. Without prejudice to any other remedies, which the Bank may have against the Hirer all rights to the use of the Safe Deposit Locker shall at the option of the Bank be forfeited upon nonpayment of the rental whether the same shall have been demanded or not, or upon the breach of any of the conditions hereof by the Hirer and the Bank shall be at liberty to break open the Safe Deposit Locker and either to forward (by parcel post or other reasonable means at the Hirer's risk) the contents of the Safe Deposit Locker of the Hirer at his registered address mentioned above or may retain and keep the said contents in such other locker or place as it may think fit, at a rental of double the amount of the rental hereby agreed to be charged. The Bank has also no responsibility or liability of any kind whatsoever, in respect of the contents of the locker thereafter.
8. The Hirer(s) is/ are permitted to operate the Safe Deposit Locker with the key provided by the Bank and no operation of the Safe Deposit Locker shall be permitted with a key other than the key provided by the Bank at the time of executing the Agreement. If the key of the Safe Deposit Locker, supplied by the Bank be lost by the hirer(s), the Branch should be noticed without delay. All charges for opening the Safe Deposit Locker, replacing the lost key and of changing the lock, shall be payable by the Hirer.
9. All repairs required to be done to the Safe Deposit Locker, lock or keys shall be done exclusively by workmen/agent/agency appointed by the Bank and the Hirer agrees to the same.
10. The Bank should be notified of any change of address of the Hirer and any notice of communication sent by post to the registered address of the Hirer mentioned above shall be considered to have been duly served. Any request for change in address/

signature in bank account shall result in new address/ signature change in Safe Deposit Locker operations as well.

11. For reasons of grave or urgent necessity, the Bank reserves the right of closing, the Safe Deposit Locker for such period as it may consider necessary. The Bank also reserves the right of making changes in the opening and closing hours of Safe Deposit Locker without any previous intimation. The Bank shall also not be liable for any damage or loss resulting from the delay caused by failure of the Safe Deposit Locker vault doors or locks to operate.
12. Hirers are cautioned to keep the keys of the Safe Deposit Lockers in a place of safety, not to divulge the number of their Safe Deposit Locker and their passwords (if any given) and not to deliver their keys, for the purpose of operating the Safe Deposit Locker or otherwise to any person other than their duly authorised agent. A Hirer who is desirous of so appointing an authorised agent, should grant in favour of such an agent the power of attorney (irrevocable) in such form and manner as may be stipulated by the Bank for the purpose and have it registered with the Bank before the agent could be permitted to operate the Safe Deposit Locker.
13. It is hereby agreed that the relation of the Bank and the Hirer in this connection is that of a licensor and a licensee and not that of a Banker and a Customer.
14. The Hirer agrees to abide by such rules and regulations as the Bank may from time to time adopt or notify.
15. The Hirer(s) agree(s) that the Bank may at any time, at its discretion and without assigning any reason call upon them to withdraw the articles from the said Safe Deposit Locker failing which the Bank will be absolved from all responsibilities in respect to the articles lying in the Safe Deposit Locker.
16. The Hirer(s) agree(s) that in case of default in payment of the rental for the stipulated period or in case of non compliance with the terms mentioned herein/ from time to time by the Bank or in case after the expiry of the agreed period of hire the articles are not removed from the locker by the Hirer(s) or sooner on the happening of the event contemplated in Clause 15, the Bank shall, after due notice to the last known address of the Hirer(s), dispose of the articles either by sale in public auction or otherwise and apply the proceeds thereof first towards Bank's charges and refund the balance to the Hirer(s), if any. After breaking open the Safe Deposit Locker, the Hirer(s) will be charged double the "safe custody charges" for the time period for which the articles were kept in the custody of the Bank till the time the Hirer(s) or their agent comes to claim the articles. Notwithstanding, the aforesaid Bank shall not be liable or be under any responsibility, whether impliedly or

otherwise to keep the articles safely and the articles would be kept at the sole responsibility of the Hirer(s).

17. The Hirer(s) agree(s) that the Bank is entitled at its discretion to increase the rental at any time without notice and consent of the Hirer(s).
18. During the continuance of this agreement, the Bank shall not be responsible, notwithstanding anything to the contrary in Section 152 of the Indian Contract Act, for any loss or deterioration of or damage to the contents of the Safe Deposit Locker(s) whether caused by rain, fire, flood, earthquake, lightening, civil commotion, riot or any other similar cause(s). The Bank shall also not be responsible for any loss sustained by the Hirer(s) by leaving any article outside the Safe Deposit Locker.
19. In case of non-operation of the Safe Deposit Locker for one year, the Bank shall notify and call upon the Hirer to either operate the Safe Deposit Locker or surrender it within a specified period. The Bank shall require the Hirer to provide reasons for non-operation of the Safe Deposit Locker in writing. The Bank may allow the Hirer(s) to continue holding the Safe Deposit Locker if the reason for non-operation, provided by the Hirer(s) is found to be genuine. YES Bank shall have sole discretion to decide genuineness of the reason and the decision taken by YES Bank in this regards shall be final.
20. In the event the Hirer(s) does not provide reason for non-operation of the Safe Deposit Locker or the reason is found not be genuine, nor operate the Safe Deposit Locker within the specified period, Bank shall after giving due notice to the Hirer(s) at his/ her last known address as available in the records of the Bank, proceed with cancellation of the allotment of the Safe Deposit Locker to the Hirer and open the Safe Deposit Locker.

INSTA ONLINE ACCOUNT OPENING SERVICE

1. I / We agree that the account number allotted to me pursuant to my / our successful submission of account opening application using the Insta Online Account Opening will be activated subject to me / we complying with the following:
2. I/We understand that the Bank may allot selected account number at its absolute discretion, and reserves a right to change the selected account number subject to availability.

3. I am / We are aware that Insta Online Account Opening service is only for new customers of YES BANK ("Bank") & I / we confirm that I / we do not have an existing account with YES BANK.
4. All fields of the on -line application are mandatory except wherever specified, if left blank or filled with the wrong data would be construed as an incomplete form & the Bank would be constrained to cancel the account number allotted.
5. The account number allotted to you will be kept in inactive status to avoid any unauthorized transactions. Transaction will be allowed post activation of your account after you complete account opening and KYC formalities to our satisfaction. In case, any of the documents submitted by you along with the application do not comply with the KYC guidelines of the Bank, the application will be rejected.
6. I / We understand that my / our Account will become active only on the Bank receiving the Account Opening Form duly completed by me / us, along with copy of my / our valid KYC documents and the Bank being satisfied that the same complies with its requirements. In case all requirements are not complied within 60 days of your online application, the Bank would be constrained to cancel the account number allotted.
7. The particulars contained herein shall be valid for all accounts opened by me/us or to be opened by me/us hereafter either singly or with other(s) and/or by me/us in any representative capacity with the Bank unless informed to you otherwise. I/We have read/obtained and understood the Terms and Conditions and citizen charter governing the opening of an account with YES BANK (the Bank), and those relating to various Services including but not limited to (a) ATMs (b) Phone Banking (c) Debit Card (d) Net Banking (e) Payment Gateway (f) BillPay (g) Mobile Banking (h) Alerts Service (i) Opening of an Investment Account (j) Email Statements available on the website of the Bank and I agree that the aforesaid Terms and Conditions including the specialized terms would form part and parcel of this facility and I/We shall abide by the same.
8. I/We understand that the Bank may at its absolute discretion, discontinue any of the Services completely or partially. I/We agree that the Bank may debit my account for service charges as applicable from time to time.
9. I/We shall advise the Bank immediately in the manner as agreed by the Bank, in case of any change in the details and information given by me/us are to be made.

FIXED DEPOSIT BOOKING REQUEST THROUGH ATMS

1. "FD" for the purpose these terms and conditions shall mean Fixed Deposits booked through YES BANK ATMs for tenures permitted by YES BANK from time to time. Such requests shall exclude requests for FDs of amount Rs 50,000/- and more, Tax Saver FDs, Recurring Deposits, Corporate / Partnership / Sole proprietorship FDs and also requests from joint savings account with mode of operation as "jointly", NRE Fixed Deposits, NRO Fixed Deposits. For booking FD of tenures other than those permitted, Customer needs to contact the nearest branch office of YES Bank Limited ("YBL" and/or "YES BANK").
2. The facility for booking Fixed Deposits ("FD") through any YES BANK ATM in India shall be available only to resident Indians individuals who maintains with YBL an active Resident Savings Account with valid debit card and personal identification number ("PIN").
3. To book an FD through a YES BANK ATM, the Customer/s has to authenticate his request using his / her debit card and PIN and specify the FD amount and tenure from the available options. The FD so requested shall be booked only in the name of all the account holders of the YES BANK savings bank account which has been debited to create the FD and the mode of operation of the FD shall also be the same as that of the Savings Account. Also, in case of multiple savings accounts linked to a debit card, the Savings Account selected shall be debited and booking of the FD shall be done as per the aforesaid terms only. For booking FD's in any other manner, Customer needs to contact the nearest branch office of YBL.
4. The FD tenure offerings as per this facility may change from time to time as per changes in regulatory/statutory guidelines and/or YES BANK's sole and absolute discretion. Request for booking FD through ATM can be made for amounts ranging between a minimum of Rs 10,000/- (Rupees Ten Thousand Only) and a maximum of Rs 49,999/- (Rupees Forty Nine Thousand Nine Hundred and Ninety Nine only).
5. FDs booked through the ATM channel shall be opened as reinvestment FDs only and under the auto renewal mode.
6. Sweep-In will be automatically enabled for the FD booked and will be linked to Savings Account debited for booking the FD. Terms and conditions as applicable for Sweep-in will apply.
7. The FD shall be created within 3 Business days of receiving such requests from the Customer/s for booking of FD through ATM channel.
8. The Customer shall ensure that there are sufficient funds in his YES BANK Account and YES BANK shall not be liable for any consequences arising out of YES BANK's failure to carry out the instructions due to inadequacy of funds in the account specified for debit provided always that YES BANK shall at its sole discretion, be

entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the Customer and the Customer shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and together with all related to costs and charges.

9. On successful opening of the FD, Fixed Deposit Advice shall be sent to the registered address for the Savings Account debited, as per YES BANK's records.
10. Applicable TDS and other taxes shall apply to the FDs. Premature penalty as prescribed from time to time by YES BANK/regulatory authorities in its sole and absolute discretion shall also be applicable to such FDs.
11. The nomination details of the Savings Account, as on the date of debit, will automatically be replicated to the FD also. For any further change in the nomination, the Customer/ s shall have to visit the nearest YES BANK branch.
12. FD interest rates displayed on the ATM screens are for representation purpose only. Customers need to confirm latest FD interest rates from the nearest YES BANK branch or YES BANK website www.yesbank.in before investing.
13. For placing FDs of other FD tenures and amounts, customers can visit the nearest YES BANK Branch, call Phone Banking on 1800 2000 or log into Internet Banking.
14. Please refer to Term Deposit section in our standard terms and conditions for the entire set of terms and conditions governing YES BANK Fixed Deposits. Same shall automatically apply to this facility.
15. YES BANK reserves the right to modify/change/delete all or any of the above terms without assigning any reasons for the same. YES BANK also reserves the right to discontinue the service without assigning any reasons or without any prior intimation whatsoever. It shall be the customers' responsibility to keep himself/herself updated about such changes and YES BANK shall not be responsible for any loss or damage suffered by anyone as a result of such change or discontinuance.

TRANSACTIONS FOR NON-CUSTOMERS

Only the following three services will be permitted for individuals without having an account with the Bank –

- a. Demand Drafts made for Visa Applications
- b. Demand Drafts made for Students applying to Educational Institutions
- c. Demand Drafts made for payment to government / statutory / regulatory agencies

Subject to:

- Providing valid identity documents along with address of the person coming to the branch
- Value of the transaction should be below Rs 50,000 (inclusive of service charges and applicable taxes)
- Payment of fees & charges (as applicable from time to time) and available on the Bank Notice Board and website

Refund for cancellations would be in cash only. Refund will be made for an amount net of fees and charges as applicable for cancellation of demand drafts. The Bank can levy or change the rates applicable from time to time without any prior intimation. All other terms mentioned in the standard “Terms & Conditions” uploaded in the website of YES Bank Limited www.yesbank.in shall apply for this facility. By availing this facility the Non-Customer agrees to the aforesaid terms. Charges including any taxes thereupon will be rounded off to nearest rupee i.e. over 50 paise would be increased to next rupee, and fifty or under would be decreased to nearest Rupee.