

TERMS AND CONDITIONS FOR AUTO-CREDIT SERVICES (“SERVICE”)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY AVAILING OF THIS SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW.

This service is limited to accounts maintained by a payer with a branch of a Bank situated in India, who are members of the ECS service.

Customer(s) agree to comply all laws, rules, regulations, guidelines in force in India or any other country while using the Service. You agree not to use the Service for any illegal purpose. Further Customer(s) shall also ensure that they are not prohibited whether contractually or otherwise from availing of the Services.

You the Customer(s) expressly understand and agree that their use of the Service is at their sole risk. The Service is provided on an "as is" and "as available" basis. YES BANK expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

YES BANK make no warranty that (i) the Service will meet your requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results or information that may be obtained from the use of the Service will be accurate or reliable, (iv) that your personal data or third party data disclosed by you and used by for effecting the Service will be protected in any manner whatsoever (v) any errors in the technology will be corrected. No advice or information, whether oral or written, obtained by you from us or through or from the Service will create any warranty not expressly stated in these terms. To the extent that any part of this section is not consistent with any other part of these terms, then this section will control.

You, the Customer(s) agree that YES BANK Limited will not be liable for any damage or loss either direct, indirect, incidental, special, consequential or exemplary, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if we have been advised of the possibility of such damages, resulting from: (i) the use or the inability to use the Service; (ii) any products, data, information or services purchased or obtained or messages received through or from the Service; (iii) unauthorized access use of your personal data used by you to access your third party accounts (iv) alteration of your transmissions or data obtained from/stored in your third party accounts; (v) statements or conduct of anyone on the Service; or (vi) any other matter relating to the Service.

You, the Customer(s) hereby undertake and agree to indemnify YES BANK and hold YES BANK harmless and keep YES BANK at all times fully indemnified and held harmless from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs of YES BANK on a solicitor and own client basis) awards, damages, losses and/or expenses however arising directly or indirectly as a result of:

- (a) Any breach or non-performance by you of any of the provisions mentioned herein;
- (b) any infringement of any intellectual property or other right of any party caused by the use of your username and password;
- (c) any claim or proceeding brought by any person against YES BANK as a consequence of the use or misuse of the Service or any interruption in

Services of YES BANK or any delay or inability on part of YES BANK to perform the Services pursuant to the provisions of mentioned herein

You, the Customer hereby agree that under no circumstances, YES BANK's aggregate liability for claims relating to Service, whether for breach or in tort (including but not limited to negligence) shall be limited to the charges/fees paid by you within the previous twelve (12) months for availing Service.

Under no circumstances shall YES BANK be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, virus, other malicious computer code, hacking, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, earthquake, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

The terms and conditions contained in respect of the Service are in addition to and without prejudice to the terms and conditions applicable to Net Banking Customers. You shall continue to be bound by and comply with all the terms and conditions of the various services available to Net Banking Customers. These terms and conditions are also in addition to and without prejudice to the terms and conditions applicable to the use of the web-site www.yesbank.in.

Also, you the Customer(s) understand and agree that when offering the Service, access to third party service providers would be required and you agree to be subject to terms of those service providers. You acknowledge that YES Bank is not responsible for such terms, and if you have any problems with these service providers, you may contact YES BANK. No charges to be levied to client for using ACS services (Registration, transaction processing & return). ACS request will be presented only on date of initiation mentioned on the ECS form failing due course registration.

YES BANK reserves the right to modify the terms mentioned herein from time to time. Without being bound to do so, YES BANK may endeavour to provide you with notice of any such amendment. You would be required to keep yourself updated with the changes in the terms and conditions applicable to this Service. Your continued use of the Service after any amendment of the terms and conditions mentioned herein shall constitute an acceptance of all such amendments and you will be bound by such amended terms and conditions. YES BANK will not be liable to provide you any notice of any amendments to the terms mentioned herein, electronically or otherwise and it is your sole responsibility to be updated of any such amendments. You can review the most current version of this terms and conditions at any time by clicking Terms & Conditions on the login page of the YES BANK Limited website.

We reserve the right to change or discontinue, temporarily or permanently, the Service at any time without notice. In order to maintain the security and integrity of the Service we may also suspend your access to the Service at any time without notice. You agree that we will not be liable to or any third party for any modification or discontinuance of the Service.

ECS DEBIT MANDATE:

- For availing AUTO-CREDIT SERVICES, the Customer(s) shall furnish to YES BANK an unconditional and irrevocable ECS debit mandate, in the manner and form prescribed by YES BANK.
- The Customer shall submit a copy of the ECS debit mandate, signed by the Payer in the form and manner maintained by him with his bank, to YES BANK for processing the same with the bank where the Payer maintains the Debit Account. The ECS debit mandate shall be counter signed and sealed by the bank where the Payer maintains the Debit Account.
- The Customer shall obtain signature of the Payer on the ECS debit mandate and shall be solely responsible for the accuracy, completeness and correctness of the information provided in the ECS debit mandate, including signature of the Payer and the seal/details of the Bank wherein the Payer is maintaining the Debit Account.
- Any additions or deletions to an ECS debit mandate submitted to YES BANK shall be communicated by the Customer(s) through a fresh mandate in the form and manner as indicated by YES BANK on the Website or through any other medium.

PAYMENT INSTRUCTION:

- Payment instruction will be executed only after approval from the Payer's bank on the ECS debit mandate submitted by the Customer.
- The Payment Instruction shall be in the manner and form prescribed by YES BANK.
- The Customer shall be solely responsible for the accuracy, completeness and correctness of the information provided in the Payment Instruction and the same shall be considered to be sufficient to effect the payment.
- YES BANK shall endeavour to credit the Credit Account on the Payment Date and the Customer shall ensure availability of sufficient funds in the Debit Account before Payment Date.

HONOURING PAYMENT INSTRUCTIONS:

- YES BANK shall incur no liability if it is unable to effect any Payment Instruction on the Payment Date because of the existence of any one or more of the following circumstances:
 - I. If the Debit Account does not contain sufficient funds to process the Payment Instruction or the amount exceeds the overdraft limit, if any, granted to the Payer.
 - II. If the funds available in the Debit Account are under any encumbrance or charge.
 - III. The name of Payer and/or details required for effecting the payment is not correctly provided by the Customer.
 - IV. Due to refusal of the Payer's bank to honour the payment for any reason whatsoever.
 - V. Due to circumstances beyond its reasonable control including force majeure scenarios.
 - VI. Due to a materially adverse circumstances which hinders YES BANK Limited from providing this service
- Applicable Service charges, if any, will be debited from the Account(s) if a Payment Instruction fails due to any of the above mentioned reasons.
- The amount of the charges will be intimated to the Customer(s) or posted on the Website of YES BANK Limited or through any other medium, as YES BANK may deem fit. Customer(s) agree that this mode of service is acceptable to it and any information conveyed through this means shall be deemed as proper service
- Three subsequent Payment Instruction failures will also result in the ECS debit mandate for the particular Debit Account being rejected.
- YES BANK will not honour or be responsible for any Payment Instructions, which are scheduled for future dates for such rejected ECS debit mandate(s).
- If an amount in excess of the amount as indicated in the Payment Instructions is debited from the Debit Account, YES BANK shall be responsible for reimbursing to the Payer to the extent of the amount so wrongly debited.
- YES BANK shall also have the right to debit from the Customer's Account the amount of money so wrongly paid.
- YES BANK shall have the right to refuse to comply with the Payment Instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction, and have the right to suspend the operations of the AUTO-CREDIT SERVICES if it has reason to believe that the Payment instructions will lead or expose to direct or indirect loss or may require an indemnity from the Customer before continuing to operate AUTO-CREDIT SERVICES.

CANCELLING OR MODIFYING PAYMENT INSTRUCTIONS:

- The Customer shall be entitled to cancel or modify the Payment Instructions in the manner provided by YES BANK before the Last date for edit unless otherwise required by YES BANK.
- YES BANK shall not be held liable if it is unable to stop or prevent the implementation of the Payment Instructions.
- YES BANK shall at its discretion, with prior intimation to the Customer, charge the Customer for cancellation or modification of the Payment Instructions.

FAILED PAYMENT INSTRUCTIONS:

- In case the Payment Instruction is not executed for any reason, the status of the same shall be intimated to the Customer through the Website / SMS/ such other mode as YES BANK may deem fit in this regard.

DATE OF CREDIT:

- The Date of Credit shall be the date on which transaction(s) will be done every month after successful registration.
- If the registration of Debit Mandate has not been successfully completed before the Date of Credit given in the form, the transactions shall be initiated on the same date in the following calendar month. If the Date of Credit falls on a nonworking day, transactions will be initiated on the subsequent working day.
- Debit account will be debited 3 working days before the date of credit mentioned by you or as per the RBI ECS cycle for that particular location. The interest for credit amount would be applicable from the day of credit.

YES BANK shall have the absolute discretion to amend or supplement any of the terms applicable to the AUTO-CREDIT SERVICES at any time.

YES BANK may communicate the amended terms by hosting them on the Website or in any other manner as decided by YES BANK.

The Customer shall be responsible for regularly reviewing these terms including amendments to them that may be posted on the Website.

AUTO-CREDIT SERVICES – “Frequently Asked Questions” (FAQs)

1. What does the AUTO CREDIT facility allow me to do?

Currently, you can deposit money into your YES BANK account from a non YES BANK Account in any of the following ways:

- Cash Deposit
- Cheque
- Transfer from Internet Banking service of a non YES BANK

The AUTO CREDIT facility allows you to request for a credit (transfer) into your YES BANK account from a non YES BANK automatically at defined frequency. All you need is a one-time Mandate (ECS Authorization Letter) signed by the person in whose name the non YES BANK Account is held and payer should be signatory to clearance of cheques for that account.

2. Can I use the facility to AUTO CRDIT my YES BANK Account from any Bank account?

Yes, you can Auto Credit your YES BANK Account from any non YES BANK account in specified locations.

3. What if I want to transfer funds from any YES BANK account?

To transfer/receive funds from another YES BANK account, please initiate Account to Account transfer through the NetBanking of the other YES BANK Account.

4. Is the facility available for all the locations in India?

The receiving account (i.e.; YES BANK Account) can be located anywhere in India. The Debit Account (i.e.; 3rd Party Bank or non YES BANK Account) should be in any of the below mentioned 86 cities (Refer Location List).

5. How can I register for the facility?

To avail the facility, all you require is a one-time registration for the payer’s account (3rd Party Bank / non YES BANK account). To register, submit the signed Mandate form (ECS Authorization Letter) to our executive along with one cancelled blank cheque of the 3rd Party Debit Bank / non YES BANK Account.

Please note that the MICR code of the cheque should match with the MICR code filled in Mandate Form (ECS Authorization Letter).

6. Where can I submit the Mandate Form (ECS Authorization Letter) for the facility?

Once the Mandate Form (ECS Authorization Letter) is signed by the Debit Account holder it can be submitted to our executive at any YES BANK branch.

7. When can I make the first request for credit to my account?

Once the signed Mandate form (ECS Authorization Letter) is submitted to YES BANK executive it would take 15 to 45 days to process the same depending upon the Payer’s Bank (3rd Party Bank / non YES BANK).

8. What if my registration request is rejected?

A Mandate form (ECS Authorization Letter) can be rejected on account of following reasons:

- Incomplete form
- Mismatch in signature with at the Payer’s Bank
- Incorrect MICR code (incorrect cheque copy attached)

In case of rejection, the status will be update to you through SMS. Also the debit mandate form (ECS Authorization Letter) and the cancelled cheque will be destroyed.

9. Is the registration required for every payer?

The one-time Mandate Form (ECS Authorization Letter) is applicable for every Debit Account.

10. What is the time limit for submission of Mandate Form (ECS Authorization Letter)?

You can submit your registration the signed Mandate Form (ECS Authorization Letter) within two months to YES BANK executive at any YES BANK branch.

11. When will the funds get credited to my YES BANK account?

Your account will be credited on the date as requested by you while making a request for credit. The earliest date for the credit of the funds to the YES BANK account would depend on the clearing cycle of the centre, where Payer’s Bank (debit bank / non YES BANK) is located.

12. When will the funds get debited from the non YES BANK?

Your non YES BANK account will be debited 3 working days before the date of credit mentioned by you or as per the RBI ECS cycle for that particular location.

13. How and when can I check the status of credit (transaction) request?

You can check the status of your transaction anytime after making the request by logging onto www.YESBANK.in, in your account statement.

14. Will I be informed when my account is credited?

For subscribers of Mobile Banking, SMS would be triggered and sent, to Mobile Phones subject to selection of alerts and minimum amount requirement for Mobile Banking subscriptions.

15. What is the authentication mechanism for debiting the payer account?

Payer Account will be debited on the basis of the one-time Debit Mandate form (ECS Authorization Letter) provided.

16. Can a payer reject to provide funds to my Account?

The Payer (3rd Party Bank Account holder) has an option to withdraw his consent for payments. To withdraw the consent, payer will be required to get in touch with payer bank / non Yes Bank.

17. Under what cases can my transaction request be rejected?

Your transaction request may be rejected on account of following reasons:

- Insufficient funds in Payer Account
- Debit Bank fails to credit YES BANK customer in spite of having sufficient fund available in Payee’s account
- Withdrawal of consent by the Payer
- Payer has closed/transferred the Bank Account
- Other reason as assigned by Payer Bank

18. How can I discontinue the service for a payer’s account that has been successfully registered earlier?

You can request the discontinuation of the service by submitting de-registration request at any YES BANK branch.

19. What will happen in case of failure of Credit request?

In case of 3 consecutive failed Credit Request, Debit Mandate (ECS Authorization Letter) would be cancelled by YES BANK. Please note that customer is responsible for cancellations done due to any reason and customer has to take care of all future Scheduled transactions and Standing Instructions.

20. What will happen if Debit Mandate (ECS Authorization Letter) is cancelled at Debit Bank on Payer’s request?

Request for Credit will always be processed by YES BANK. In such a case the customer has to submit de-registration request at any YES BANK branch. Please note that customer is responsible for de-registration done due to any reason and customer has to take care of all future Scheduled transactions and Standing Instructions.

21. Is it possible that my mandate (ECS Authorization Letter) has not got registered with the payer bank even though I received an SMS confirming “Registration Accepted”?

Yes. This is possible. The Mandate form (ECS Authorization Letter) needs to be registered with the Payer Bank. YES BANK takes up this activity on behalf of the customer. RBI stipulates the duration required by Payer’s Bank for completion/rejection of the mandate (ECS Authorization Letter). YES BANK will update the status of the registration as "Registration Accepted" after the expiry of this period. The updated status of the registration will be communicated subject to receipt of the same from the Payer Bank. Also acceptance of the credit transaction that you are making is dependent on the Payer Bank.

Location List				
Agra	Chandigarh	Hubli	Mandya	Sholapur
Ahmedabad	Chennai	Hyderabad	Mangalore	Siliguri
Allahabad	Cochin	Indore	Mumbai	Surat
Amritsar	Coimbatore	Jabalpur	Mysore	Tirunelveli
Anand	Cuttack	Jaipur	Nagpur	Tirupati
Asansol	Davangeree	Jalandhar	Nasik	Tirupur
Aurangabad	Dehradun	Jammu	Nellore	Trichur
Bangalore	Delhi	Jamnagar	Panjim	Trichy
Baroda	Dhanbad	Jamshedpur	Patna	Trivendrum
Belgaum	Durgapur	Jodhpur	Pondicherry	Udaipur
Bhavnagar	Erode	Kakinada	Pune	Udupi
Bhilwara	Gadag	Kanpur	Raichur	Varanasi
Bhopal	Gangtok	Kolhapur	Raipur	Vijayawada
Bhubaneshwar	Gorakhpur	Kolkata	Rajkot	Vizag
Bijapur	Gulbarga	Kota	Ranchi	
Bikaner	Guwahati	Lucknow	Salem	
Burdwan	Gwalior	Ludhiana	Shimla	
Calicut	Hassan	Madurai	Shimoga	