

1. This document lays out the Terms and Conditions which shall be applicable to the Demat Accounts which are existing or may be opened anytime in future with YES BANK Limited as Depository Participant (DP). The word "Customer" refers to the person(s) who opens the Demat Account and shall include both singular and plural. Reference to masculine shall include the feminine and neuter gender. "YES BANK" refers to YES BANK Limited, 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
2. The Customer confirms and agrees that these terms and conditions are in addition to the Rights & Obligations ("R&O") document and, confirmations given by the Customer in the account opening form at the time of opening the Demat Account. The Customer further confirms that in case of inconsistency between any terms contained herein and terms contained in the R&O, the terms contained in the R&O shall prevail. Capitalised terms not defined herein shall have the same meaning as assigned to them in R&O or Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and Rules & Regulations of Securities and Exchange Board of India ("SEBI").
3. The Customer agrees to have read and understood the rules and regulations pertaining to the Depository and DP in connection with opening and operations of Demat Account.
4. The Customer hereby agrees to hold YES BANK harmless against all actions, proceedings, claims and demands, cost and expenses incidental thereto which may be brought against, suffered or incurred by YES BANK as DP by reason of all acts done by it pursuant to the provisions of the above referred agreement executed at the time of opening the Demat Account, including any action or omission undertaken in compliance with any instructions received by YES BANK which YES BANK believes in good faith to have been given by the Customer and make good the losses incurred by YES BANK on all legal, professional and other expenses incurred by YESBANK.
5. The Customer here by agrees and confirms to following for instructions related to transfer of securities:-
 - a) All such instructions shall be sent to YES BANK on or before the business hours as stated by SEBI on a business day (excluding Saturdays, Sundays and Bank Holidays) prior to the pay-in date for the settlement number indicated by the Customer in the debit instruction.
 - b) YES Bank shall not be liable for processing any instructions received after the above stipulated time.
 - c) YES BANK shall not be responsible for any failure as a result of non-receipt or receipt of incomplete/erroneous instructions, though received within the stipulated time.
6. The Customer authorises YES BANK to issue/re-issue a Delivery Instruction Slip (DIS) booklet through Post or Courier or as per their standard practice. The courier charges will be debited to the Customer's Bank Account.
7. The Customer agrees to pay the charges for the services rendered by YES BANK as per schedule of charges mentioned in the Demat Account opening form. The Customer hereby authorizes and instructs YES BANK to debit the Bank Account notified by the Customer from time to time for the fees and other charges and undertake to ensure that adequate balances are made available in the Bank Account. The Customer further confirms that, the securities held in the Demat Account are subject to a lien/ right of set off in favour of YES BANK for the claims of monies payable to YES BANK pursuant to opening of the Demat Account and terms and conditions accepted by the Customer in the account opening form.
8. The Customer agrees to be bound by changes in the terms and conditions, change in procedure and/or revision of the schedule of charges from time to time, at the sole discretion of YES BANK. The Customer agrees and confirms that YES BANK shall notify any changes in the Terms and Conditions herein contained or to the Schedule of Charges by way of letters/email and additionally through any of the following channels :
 - i. Account statements
 - ii. Notice Board at each branch
 - iii. Internet, including email and website
 - iv. Newspaper
 - v. Written communication to the Customer's address registered in the Bank's records, or
 - vi. Any other mode.
9. Normally, changes will be made with prospective effect after giving notice of one month. If YES BANK has made any change without notice, YES 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 YES BANK, without giving any further notice close the Demat Account or switch it without having to pay any extra charges or interest.
10. The Customer irrevocably authorises YES BANK to disclose, as and when YES BANK is required to do so in order to comply with the applicable laws or when YES BANK regards such disclosure as necessary or expedient, any information relating to the Customer, Customer's Demat Account 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 person(s) under a duty of confidentiality to YES BANK;
 - ii. Any statutory, judicial, quasi judicial authority and/or local body as and when directed/required;
 - iii. vendors, installers, maintainers or servicers of YES BANK's computer systems;
 - iv. 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 Demat Account;
 - v. any party entitled to make such demand or request;
 - vi. any person with whom YES 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 employed with, or engaged as an agent by, YES 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 Demat Accounts; and
 - ix. to enable YES Bank to centralize or outsource its data processing and other administrative operations to the YES BANK's head office, its affiliates or third parties engaged by YES BANK for any such services/operations.
11. The particulars given and declarations made by the Customer in the Demat Account opening form, other declarations are true and any changes will be informed to YES BANK immediately. The Customer further confirms that YES BANK is not liable and responsible neither for any incorrect information given to YES BANK nor for any false declaration furnished to YES BANK and the consequential effects thereon.
12. The Customer understands and agrees that all information coming from NSDL / CDSL is provided on 'as is' basis and YES BANK does not guarantee or warrant the accuracy, timeliness, completeness, merchantability or fitness of the information for any particular purpose. Neither YES BANK nor any of its affiliates nor their directors, officers and employees will be liable to or have any responsibility of any kind for any loss that the Customer may suffer as a result of relying on the above information from NSDL/CDSL.

13. The Customer agrees that for any updates related to the information received from NSDL and CDSL, the Customer shall seek confirmation from his/her /its respective branch.
14. The Customer agrees and confirms that YES BANK shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of YES BANK to perform any of its obligations under these Terms and Conditions 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.
15. "Force Majeure Event" means any event due to any cause beyond the reasonable control of 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.
16. The Customer has agreed to YES BANK accepting any facsimile instructions. 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 confirms that YES BANK as DP shall not be liable for any losses or damages which the customer may suffer as a consequence of YES BANK as DP acting in accordance with or in reliance upon, any facsimile instructions. The Customer hereby agrees to indemnify and keep indemnified YES BANK as DP at all times against any claims, losses, damages, in connection with or arising out of or in relation to any facsimile submission.
17. "Internet Banking" refers to the Internet Banking service offered by YES BANK to the Customer including but not limited to services such as enquiry about balance in the Demat Account, details about transactions in the Demat Account, view dematerialization status and any other service as YES BANK may decide to provide from time to time through internet.
18. OTHER HOLDERS OF DEMAT ACCOUNT refers to such holders other than the first holder of the Demat Account. The Customer agrees that the Internet Banking service for Demat Account is available only to the first holder of Demat Account. YES BANK reserves right to consider any deviation to the above at its sole discretion.
19. The Customer agrees that the Demat Account shall be linked to the Customer ID of the first holder and will be accessible through Internet Banking. The Customer agrees that in case the Demat Account is jointly held by the Customer, YES BANK will construe that the other holders of the Demat Account have authorized the first holder to either query on the account or initiate transaction on the account and all the transactions done by the first account holder shall be binding on all the other joint holder of the Demat Account. The Customer further agrees that Internet Banking for the Demat Account with mode of operations as Jointly shall be available only after submission of written request by all the joint Demat Account holders in their respective Branch.
20. The Customer agrees that the facility to place a request for Delivery Instruction Slip (DIS)/Pledge Booklet is available only to single account holders on Internet Banking. In case Delivery Instruction Slip (DIS) is not opted at the time of account opening, the Client Master List copy will be sent via email only to the registered email ID of the first holder of the Demat Account
21. YES BANK as DP will not be liable for any action taken or authorized to be taken or for any claim, loss, damages or expenses arising in connection with any such action or omission except in so far as the same results from bad faith, willful default or negligence on the part of YESBANK.
22. Neither YES BANK, nor any of its Agents 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.
23. YES BANK as DP, will not be responsible for the title, validity or genuineness of any securities which have been dematerialized and notified subsequently by the Registrars of any defects in its title/validity which has resulted in a reduction of the dematerialized holdings of the client and the consequences thereon.
24. These terms and conditions shall be governed by laws of India and courts of Mumbai shall have non exclusive jurisdiction in respect of any disputes or differences between the parties.