

# ONLINE API BANKING – TERMS AND CONDITIONS

These application programming interface (“**API**”) banking Terms and Conditions (these “**Terms and Conditions**”) sets forth the terms and conditions governing the Platform and are in addition to the General Terms and Conditions for Cash Management Facility available on the website of Yes Bank Limited at [www.yesbank.in]

for API banking (collectively referred to as “**Terms**”). The term “**Platform**” means the application of the Bank to provide the online API integration facility for carrying out banking operations through API under these Terms and Conditions. By using the Services, you agree to the Terms. The online integration facility may be provided directly by the Bank to the Client or through the hosting services of any third party service provider notified to the Bank by the Client. The terms “**we**”, “**us**”, “**our**”, “**YES Bank**” and “**Bank**” refer to YES Bank Limited. The terms “**Client**”, “**you**” and “**your**” refer to any person who has been issued and has accepted the Offer Letter in relation to the Facility.

Your Account at YES Bank is also governed by the applicable account agreement(s), disclosure statement(s), General Terms and Conditions for Cash Management Facility (available at www.yesbank.in), specific product related terms and conditions referred in the Offer Letter and any other agreement entered into between you and YES Bank. It is your responsibility to ensure that a copy of these terms and conditions and all the agreements mentioned above is obtained and understood by the Beneficiary of the Account.

Further, unless otherwise defined herein below, all capitalized terms shall have the meaning as assigned to them in the General Terms and Conditions for Cash Management Facility available at www.yesbank.in.

## 1. Instructions and Notices

- 1.1. Except as otherwise expressly provided herein, the Bank is not required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.
- 1.2. The Bank may rely on any oral or written notice, response, or other communication believed by it to be reasonably genuine and the same shall be deemed to have been provided by you.

## 2. Protecting Your Account

### 2.1. Preventing Misuse of Your Account

You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately contact customer care of YES Bank.

### 2.2. Protecting Personal Information

In addition to protecting your Account information, you should also take precautions to protect your personal identification information, such as your driver’s license, governmental identification, etc. This information by itself or together with information on your Account may allow unauthorized access of your Account. It is your responsibility to protect personal information with the same level of care that you protect your Account

### 2.3. Taking Care of Your Password

The password that is used to gain access to the Platform should be kept confidential. We strongly recommend that you not disclose it to persons other than nominated persons, as doing so gives the person or company to whom you have given this sensitive information the power to access and perform transactions on your Account. In fact, if you make such a disclosure along with other pertinent information about your Account neither we nor you will be able to prevent that person or company from accessing or performing transactions on your Account whether or not you actually authorize or even know about such activity, and the access and transactions so performed will be considered authorized. You are solely responsible for the confidentiality and use of your assigned User ID and/or passwords (a “**Security Code**”). You are solely responsible for all instructions received by us through and under your Security Code.

### 3. Your Responsibility for Security

- 3.1. It is solely your responsibility to ensure that your computers, network, servers, firewalls, telephone lines, passwords, identification numbers, and all other items and facilities needed by you to transmit a transaction request to Bank and to receive confirmations thereof from Bank (collectively, the “**Client Systems**”) are secure and have not been compromised. The Client undertakes to ensure that the Client Systems are secure and not compromised including in instances where the Client is using the third party designated service provider.
- 3.2. You undertake that you have established and maintained physical and electronic security and controls to protect against fraud perpetrated by insiders and outsiders, including fraud perpetrated by means of physical or electronic intrusion, insider complicity and by means of impersonation of yourself.
- 3.3. If YES Bank receives any transaction request purporting to be made on your behalf and which request was able to be sent to YES Bank due to any failure or deficiency in Client Systems, the Bank will have no liability to you for honoring such transaction request and you must indemnify Bank from any and all losses, attorney’s fees and other costs arising from YES Bank acting on that transaction request.
- 3.4. You agree and understand that the security procedures in respect of the Platform are in accordance with applicable law.

### 4. Unauthorized Access or Transactions in Your YES Bank Account

- 4.1. You shall notify us immediately (i) if you believe another person has improperly obtained access to any security credentials, including password or username, or other information that could allow the person to access or debit your Account; (ii) if someone has transferred or may transfer money from your Account; or (iii) if you suspect any fraudulent activity on your Account.
- 4.2. You agree that you shall only reveal your Account number to a legitimate entity for a purpose you authorize and have actual knowledge about.

### 5. Optional Security by Bank

- 4.1. Bank may in its sole discretion decide to use or apply one or more security or authentication measures with respect to your Account as may be considered necessary by the Bank in its sole discretion. You acknowledge and agree that YES Bank’s choice do so on one or more occasions will not give rise to any obligation to do so on another occasion.
- 4.2. You agree that you shall only reveal your Account number to a legitimate entity for a purpose you authorize and have actual knowledge about.

### 6. Optional Security by Bank

#### 6.1. Requirements

To access your Account through the Platform, you must have the appropriate security credentials and/or executed appropriate documentation, should have developed sufficient capability in the Client Systems to access your Account through the Platform either directly through Client Systems or third party designated service provider, to the satisfaction of the Bank and/or use the systems of an approved partner with whom the bank has a tie-up for allowing account operations.

#### 6.2. Fees

- 6.2.1. The Client shall be liable to pay fees and charges for the use of the Platform as specified in the Offer Letter, setup sheet or any other document. The Client shall be solely responsible for the payment of all past, present and future central, state and local levies, direct/indirect taxes, duties fines, penalties and charges (including without limitation taxes if any), by whatever name called, as may become due and payable in relation to the use of the Platform.

6.2.2. YES Bank is entitled to recover the charges/fees by adjusting the same against the collection proceeds or other funds belonging to the Client or by debit to any of the account(s) of Client maintained with YES Bank.

6.2.3. Failure to pay the charges/fees (including applicable taxes) on or before the specified date will render the Client liable for payment of interest at such rate as may be stipulated by YES Bank and/or suspension of Facility.

## 7. Terms and Conditions

Each time you access your Account through the Platform you agree to be bound by all the terms and conditions herein contained and you acknowledge your receipt and understanding of this disclosure

### 7.1. Payment Account

7.1.1. You may be asked to designate a payment account or customer ID for the Platform provided under these Terms and Conditions. You agree to pay promptly all fees and charges for the Facility and authorize us to charge the Account that you have designated as the payment account or any other Account for the fees.

7.1.2. If you close the payment account, you must notify Bank and identify a new payment account for the Platform. If you do not notify us of a new payment account, then we will apply charges to your Account. Additionally, if you close your Account, you must notify our relevant department to cancel the use of the Platform and we will bill you for unpaid charges, which you agree to pay upon receipt.

7.1.3. You shall be solely liable for maintaining sufficient funds in the Account and your Platform access may be canceled at any time without prior notice due to insufficient funds in your Account. YES Bank shall not be liable for any dishonour of payment instructions due to insufficiency of funds in the Account or any action initiated or threatened against you under Section 138 of the Negotiable Instruments Act, 1881 or under any applicable law.

7.1.4. If you do not access your Account through the Platform for a continuous period of 6 months, Bank reserves the right to disconnect your access without notice.

### 7.2. No Overdrafts

It is expressly agreed and understood that nothing contained in these Terms and Conditions shall be deemed to constitute an undertaking by the Bank for grant of overdraft or any other form of credit facility by the Bank to the Client. In the event of any incidental or temporary overdraft which may be occasioned or which may result due to any reason, the Client will be responsible to liquidate the overdraft on the next working day and pay the interest as stipulated by the Bank till the overdraft is liquidated. In case of any delay in liquidating such overdraft, the Bank will have absolute right, in addition to the right of banker's lien, to set-off and appropriate without notice to the client, the amount of such overdraft against or out of any other accounts/funds belonging to the Client including the amount of any further monies which may be deposited under the Facility.

### 7.3. Hours of Accessibility

You can access your Account through the Platform seven days a week, 24 hours a day. However, at certain times, certain features of the Platform may not be available due to system maintenance, transaction cut-off timings or availability of other systems used for transaction processing including but not limited to systems of RBI or NPCI or any such payment intermediary.

### 7.4. Payments

7.1.1. The Client shall provide all the necessary details of your beneficiaries at the time of requesting for the remittance in the format stipulated by the Bank.

- 7.4.2. The Client agrees to conform to the prescribed authentication technologies (including maker checker or any other approval mechanism) and security measures required for providing the instruction to YES Bank and undertakes to take all reasonable steps to ensure that the accuracy, completeness, authenticity and security of the details provided is not tampered or violated.
- 7.1.2. If you close the payment account, you must notify Bank and identify a new payment account for the Platform. If you do not notify us of a new payment account, then we will apply charges to your Account. Additionally, if you close your Account, you must notify our relevant department to cancel the use of the Platform and we will bill you for unpaid charges, which you agree to pay upon receipt.
- 7.4.3. The Client hereby agrees that YES Bank is not bound to take cognizance of any instruction on behalf of the Client unless sent in the manner and mode as mentioned in the Offer Letter and/or as agreed from time to time. The Client also agrees that any instruction, if and as and when required by YES Bank, shall be accompanied by a covering letter or an acknowledgement, signed or duly accepted by the Client, acknowledging the Client's responsibility and liability for the contents of such instructions. The Client agrees that YES Bank's record of such instructions and the contents thereof shall be proof of the Client's instruction and shall be binding on the Client and the Client shall not contest or dispute the same in any manner whatsoever. The Client agrees that it shall, at YES Bank's request, immediately confirm any instructions and the contents thereof through a letter or an acknowledgement, signed or duly accepted by the Client. YES Bank shall at no time be required to verify the authenticity or validity of any information, instructions or data provided by the Client to YES Bank or be liable for any errors or issues in relation to the same. The Client shall not send any Instructions that may contain/ purport to contain virus. The Client confirms and assures that the data/ information/ Instructions shall be free from virus and agrees to keep YES Bank indemnified against any loss or damage that YES Bank may suffer due to any such Instruction/ information/ data containing / being infected by virus.
- 7.4.4. The Client agrees and undertakes to confirm and ratify without any delay or demur, if so required by YES Bank, all its instructions given pursuant to these Terms and Conditions and all actions taken / not taken by YES Bank pursuant to these Terms and Conditions.
- 7.4.5. The Client acknowledges and agrees that the instructions shall be processed by YES Bank only if the same are received on a Banking Day and during the normal business hours of YES Bank and are authenticated according to the internal guidelines of YES Bank.
- 7.4.6. The Client hereby agrees that YES Bank has the limited responsibility of merely processing the remittance behalf of the Client as per instructions and details furnished to YES Bank by the Client .

## **8. Stop Payment and Cancellation of Instruction.**

- 8.1. Once payment Instructions are provided, the Client will not have any entitlement or option to cancel or stop the payment Instruction. The Bank shall not be liable for any payment made pursuant to the Instructions received and the Client agrees not to contest or dispute or claim any such payment made by the Bank.

## **9. Representation and Warranties**

The Client represents to YES Bank that:

- 9.1. The Client, either directly or through designated third party service providers, has the power to issue the Instructions and to perform its obligations in accordance with these Terms and Conditions and has taken all necessary action, including all internal and corporate approvals, for execution and acceptance of the Offer Letter, these Terms and Conditions and availing of the Facility and access to the Platform.
- 9.2. Availing of the Facility and access to the Platform from YES Bank does not or shall not violate or conflict with any law applicable and/or any regulatory requirements, any provision of the Client's or its designated third party service providers' constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of their respective assets or terms of any contract binding on or affecting it or any of their respective assets. Provided that the Client shall intimate YES Bank of any change in any regulatory requirements, the effect of which may be to restrict or prohibit the provision of the Facility.

- 9.3. The Client shall be responsible for and cause its designated third party service provider, wherever applicable, for complying with all applicable laws and regulations (Including guidelines issued by Reserve Bank of India ("RBI") from time to time) in connection with the Facility.
- 9.4. The Client further agrees that in case the Client commits default in the repayment of any dues that may arise as a result of the Facility provided by YES Bank or interest there on or any of the amounts that may be due to YES Bank or any costs, charges and expenses incurred by YES Bank on the Client's account, YES Bank and/or RBI and/or Credit Information Bureau (India) Ltd will have an unqualified right to disclose or publish the Client's name (including the name of the directors) as defaulter in such manner and through such medium as the Bank and/or the RBI and/or Credit Information Bureau (India) Ltd in their absolute discretion may think fit.
- 9.5. The Client acknowledges and confirms that the Platform provided herein are for the Clients convenience and a mere extension of the Facility and 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 Facility provided herein are provided at the branch of YES Bank.
- 9.6. The Client agrees to comply with, and cause its designated third party service providers, to comply with such security procedure as may be prescribed by YES Bank from time to time for purpose of sending Instructions. The Client undertakes not to, and to cause its designated third party service providers not to disclose the security procedure to any person. If the Client is of the opinion or has reason to believe that the authentication procedure may be known by an unauthorized person, the Client must notify YES Bank immediately. Further the Client shall keep the Bank harmless and indemnified for any loss, damage, cost or expense which the Bank incurs or suffers as a result of the Bank providing such Facility to the Client except in cases of willful default and/or gross negligence of the Bank.
- 9.7. The Client shall, wherever applicable, keep YES Bank informed of any change in the list of authorized users forthwith, failing which YES Bank shall not be liable for any loss or damage that may occasion to the Client as a consequence thereof.
- 9.8. The Client shall ensure that the Client has valid and legal title to the funds under the Facility. In the event the Client's title to the transaction under the Facility is found to be defective or the Client is found to have no title to the same, then the Client undertakes to refund the amounts (together with interest, if any) forthwith to YES Bank and in any case not later the time prescribed by the YES Bank in the demand along with interest at the rate as stipulated by YES Bank from the date of demand till the date of payment. The Client in such cases shall defend at its own cost any legal action by any third party against YES Bank for alleged conversion/misappropriation of the funds.

## 10. General Terms

### 10.1. Changes to Charges, Fees or Other Terms

- 10.1.1. We reserve the right to supplement and change the charges, fees or other terms herein contained and related documents by an online posting on our Platform website or Bank's website. However, when increases are made to any fees or charges, we will notify you online, or send a notice to you at the address shown on our records, or send you an electronic mail message (email) or SMS
- 10.1.2. If performance of the Facility provided herein in accordance with the terms herein contained would result in a violation of any present or future statute, regulation or government policy to which YES Bank is subject to, and which governs or affects the transactions contemplated by these Terms and Conditions, then these Terms and Conditions will be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank will incur no liability to you as a result of such violation or amendment.

### 10.2. Changes to the Facility and Bank Systems

You agree that Bank may, in its sole discretion, periodically modify any or all of its hardware, software, processes and procedures and any or all other systems and system settings, configurations, limits, downtime or hours of operation involved in or related to providing the Facility to you.

### 10.3. Privacy and Disclosure of Account Information

YES Bank recognizes that our customers and others visiting our Website have an expectation of their privacy in their dealings with us. For these reasons, YES Bank takes security and privacy of our customer information very seriously. You understand that in addition to information furnished pursuant to legal process, some information about your Account may be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. YES Bank may also provide information about your Account to persons or companies or service providers and counterparties of YES Bank, that the Bank believes would use the information for reasonable purposes.

### 10.4. Questions or Error Correction on Transactions on the Platform; Notifying Us of a Problem

You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide or make available to you about your Account or transactions including information in your online transaction register or in a paper or electronic statement, printout, file, confirmation or report; (b) unauthorized transactions involving any Account; (c) a breach in the confidentiality or security of any Security Code, including a lost or stolen Security Code or unauthorized use thereof; or (d) any other problems related to Services, including unauthorized use of a Service.

## 11. Business Services

### 11.1. Systems

You are responsible for providing and maintaining at your own expense, all equipment necessary in connection with the Services. This includes, but is not limited to, telephones, terminals, modems, internet connectivity, and computers. We assume no responsibility for any errors, failures, or malfunctions of your computer or software, or for any computer virus or related problems that may occur during your use of the Facility that is not proven to have originated from Bank.

The Bank is not liable or responsible for any losses or liabilities caused on account of any systems of the Bank not being functional or operational at any point in time, in the course of its ordinary business or otherwise.

### 11.2. Access to Account Data

You can obtain balance and other Account information through Platform. Since certain information and transactions are not processed by us until after the close of our Banking Day, some transactions may not be reflected in the system until the next Banking Day. "Posted" items may be reversed due to insufficient funds, stop payments etc. Items may appear as paid yet may be reversed the next day. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption of the Platform.

### 11.3. Information Processing and Reporting

- 11.3.1. We offer a number of services that require us to receive, process and report information involving your Account transaction. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in these Terms and Conditions. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

11.3.2. You acknowledge that it is not possible for the Facility to be totally free from operator, programming or equipment error and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for ensuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to submit corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide the Facility for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

#### 11.4. Inaccurate/Conflicting Information

If you submit a funds transfer request which describes an intermediary financial institution, beneficiary financial institution or beneficiary by name and identifying account number, we and other financial institutions may process the request on the basis of the identifying number, rather than the name, even if the number identifies a different person, entity, account or financial institution. We are not obligated to review any funds transfer request for inconsistencies or to confirm the correctness of any such request, except to the extent provided in these Terms and Conditions.

## 12. Limitation of Liability

### 12.1. Excluded Damages

You agree that, in no event will Bank or Bank's affiliates or service providers be responsible or liable to you for any indirect, special, consequential, exemplary, punitive, or incidental damages, losses or injuries (including, without limitation, lost profits, loss of use, loss of data, damages from wrongful dishonor or cost of cover) arising out of your use of any service or the failure of Bank or its service providers to properly process and complete transactions thereunder, even if Bank or Bank's service providers have been specifically advised of the possibility of such damages, losses or injuries.

### 12.2. Facility Provided "As-Is"

You acknowledge and agree that your use of the Facility is at your sole risk and that the Facility are provided by Bank on an "as is" basis.

### 12.3. Bank Disclaims Warranty

Except as expressly set forth in these Terms and Conditions, Bank makes no, and hereby disclaims any and all, representations or warranties, express or implied, in law or in fact, whatsoever to you or to any other person as to the services or any aspect thereof, including (without limitation) any warranty of merchantability, fitness for a particular purpose, quality, accuracy, or suitability. You agree that no oral or written advice or representation obtained from any Bank employee or representative will create a warranty or representation for purposes of these Terms and Conditions or any Facility to be performed pursuant here to. Bank makes no representation or warranty, either express or implied, to you as to any computer hardware, software, or equipment used in connection with the services (including, without limitation, your computer systems or related equipment, your software, or your internet service provider or its equipment), or as to the suitability or compatibility of Bank's software, internet delivered service, equipment or communication interfaces with those that you use, or as to whether any software or internet delivered service will perform in an uninterrupted manner, including (but not limited to) any warranty of merchantability or fitness for a particular purpose.

### 12.4. Liability Restricted to Correcting Errors

To the fullest extent allowed by law, and subject to the liability limitations and other provisions of this section, Bank's liability to customer under these Terms and Conditions is limited to correcting errors resulting from Bank's failure to exercise ordinary care or to act in good faith.

11.3.2. You acknowledge that it is not possible for the Facility to be totally free from operator, programming or equipment error and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for ensuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to submit corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide the Facility for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

## 12.5. Indemnification

12.5.1. The Client agrees to indemnify, without delay or demur, YES BANK and its agents and keep YES BANK and its agent indemnified harmless at all times from and against any and all claims, damages, losses, costs, and expenses (including attorney's fees) which YES Bank may suffer or incur, directly or indirectly, arising from or in connection with:

- (i) YES Bank providing the Facility and Platform to the Client;
- (ii) Any Instruments which are returned unpaid or any Instruments which are dishonored;
- (iii) Non-compliance with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body;
- (iv) Any breach of these Terms and Conditions, error, default, fraud, acts, omission, negligence, misfeasance, malfeasance or misconduct of the Client's employees or any agents;
- (v) Any claim by any Beneficiary or third party in relation to any Instrument or otherwise;
- (vi) Breach of any obligations, representations, warranties or undertakings by the Client;
- (vii) Any inaccuracy, error or omission of any data, information or message as provided by the Client, or the transmission or delivery of any such data, information or message as provided by the Client;
- (viii) Any unauthorized modification to the network connection/s used in relation to the Facility;
- (ix) Any Instructions including but not limited to stop payment Instructions issued by the Client;
- (x) Any frauds committed due to the Client/its employees/ representatives not adhering to good practices as suggested by YES Bank, from time to time.

12.5.2. The written demand by the Bank as to the loss / damages shall be final, conclusive and binding on the Client and the Client shall be liable to pay on demand, without any contestation/ demur the amount of such loss /damage to the Bank.

12.5.3. All indemnities given by the Client to the Bank shall survive the termination of the Facility.

## 12.6. Bank not Liable for Insufficient Funds

In the event of non-availability of sufficient funds in the Account, the Bank shall be entitled to dishonor the electronic instructions at the sole risk and consequence of the Client including but not limited to any liability under Section 138 of the Negotiable Instruments Act, 1881 and the beneficiaries shall be entitled to any remedy whatsoever at the sole risk and expense of the Client.



### 13. Termination

- 13.1. The Facility offered by YES Bank shall be available to the Client for a continuous period, in accordance with the terms hereof and as mutually agreed from time to time, unless terminated in accordance with the terms herein contained.
- 13.2. The Client may discontinue or terminate use of the Facility hereunder by giving minimum 30 days prior written notice to YES Bank. Provided that such termination shall not affect the Client's liability to fulfill and complete its obligations in connection with the Facility, including without limitation, liquidation of Instruments, payment of interest and services, fees or charges, refunds to YES Bank, etc. The termination of the Facility shall not affect any accrued rights and liabilities of the Client and YES Bank.
- 13.3. YES BANK reserves the right to terminate or suspend the Facility or use of the Platform, in whole or in part, forthwith, at any time without assigning any reason by notifying the Client either through its Website, email, fax or letter or other communication as it may deem fit. In case of a temporary withdrawal or suspension of the Facility, the privileges may be reinstated by YES Bank at its sole discretion.

### 14. Other General Terms

#### 14.1. Other Agreements

In addition to the Terms, you agree to be bound by and will comply with our rules and regulations, the rules and regulations of any funds transfer system in which Bank participates or belongs, and applicable laws and regulations. In the event of any inconsistency between these Terms and any other rules and regulations, Offer Letter, set up sheet or other documentation of the Bank, these Terms will prevail.

#### 14.2. Bank's Right to Audit You

Bank may periodically audit your technology and other systems, procedures and processes related to your use of or access to the Facility at any or all of your locations for the purpose of confirming your compliance with the terms of these Terms and Conditions, applicable laws and any agreements or rules incorporated into or referenced by these Terms and Conditions. All information provided to Bank or obtained by Bank in connection with such audits is subject to the confidentiality provisions herein. YES BANK may require you to implement internal controls as a condition to continuing to access or use the Facility. You are solely responsible for determining whether such internal controls and continued use of the Facility are appropriate for your business and for complying with applicable law. You agree to cooperate with such audits, implement internal controls required by Bank and to promptly provide the information and access requested by Bank.

#### 14.3. Force Majeure

Except with regard to payment obligations, the Bank shall be excused from delays in performing or from failing to perform its obligations under these Terms and Conditions to the extent the delays or failures result from causes beyond the reasonable control of the party, including, but not limited to: default of subcontractors or suppliers; failures or default of third party software, vendors, or products; acts of God or of the public enemy; Republic of India or foreign governmental actions; strikes; communications, network/internet connection, or utility interruption or failure; fire; flood; epidemic; and freight embargoes.

#### 14.4. Use of Trademarks

You may not use Bank's name or trademarks without the express written consent of Bank, as the case may be. If you are permitted to use any of Bank's promotional materials, you will not indicate, directly or indirectly, that Bank endorses, or is connected in any way with, any of your goods or services.

#### 14.5. Financial Information

YES Bank may from time to time request information from you in order to evaluate the improvement of the use of the Platform to be provided by Bank hereunder and/or adjustment of any limits set by these Terms and Conditions.

You agree to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If you refuse to provide the requested financial information, or, if Bank concludes in its sole discretion that your risk to Bank is unacceptable, Bank may terminate the use of the Platform according to the provisions hereof. You authorize Bank to investigate or reinvestigate at any time any information provided by you in connection with these Terms and Conditions or any Facility.

#### 14.6. Confidential Information

14.6.1. All information of a business nature relating to the assets, liabilities or other business affairs disclosed to Bank by your or your customers in connection with these Terms and Conditions is confidential. Bank will not, without your express written consent, disclose or permit access to any such information by any person, firm or corporation and Bank shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of these Terms and Conditions, or to any other party to which Bank may be required by law to report such information. You agree to hold confidential and to use only in connection with the Service provided under these Terms and Conditions all information furnished to you by Bank or by third parties from whom Bank has secured the right to use the Service, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of Bank, you must promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for your own benefit.

14.6.2. Our and your obligations and agreements under this Clause 14.6 shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of these Terms and Conditions, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. YES Bank will not be held liable if itself, its employees, and agents release such information because of a reasonable belief that you have consented to such disclosure

#### 14.7. No Assignment

Access to the Platform is not transferable under any circumstance and shall be used only by the Client. The Client shall not assign its rights or obligations under the Facility on the Platform to any person. YES BANK may assign its rights and/or obligations hereunder, at any time, to any person without notice to the Client.

#### 14.8. Third-Party Beneficiaries

These Terms and Conditions are made for the exclusive benefit of you and us. No third party has any rights under these Terms and Conditions.

#### 14.9. Severability

Any provision of these Terms and Conditions 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 these Terms and Conditions or affect such provision in any other jurisdiction.

#### 14.10. Dispute Resolution and Governing Law

These Terms and Conditions are governed by and construed in accordance with the Indian law. Any legal action or proceedings arising out of these Terms and Conditions shall be brought in the courts or tribunals at Mumbai in India and the Client irrevocably submits to the exclusive jurisdiction of such courts and tribunals. The Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the Client hereby consents to that jurisdiction.