

1. Definitions

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

- **“Approver/checker/authoriser”** is the person who authorises the Fund Transfer request keyed in by the Initiator/maker and as defined in the Board Resolution.
- **“Account”** refers to the Client’s Current Account and/or any other type of account so designed by Jana Small Finance Bank to be eligible account(s) for operations through the use of Corporate Internet Banking. The account(s) for which the Corporate Internet Banking services is availed should being the name of the Client.
- **“Bank”** refers to Jana Small Finance Bank Limited [hereinafter referred to as “Jana Small Finance Bank” in this document] a banking company incorporated in India under the Companies Act, 1956 and having its registered office at ‘Jana Small Finance Bank Ltd, The Fairway Business Park, Survey No. 10/1, 11/2 & 12/2B, Off Domlur, Koramangala Inner Ring Road (Behind Dell), Next to Embassy Golf Links Business park, Challaghatta, Bangalore -560071’. The term includes the successors and assigns of the Jana Small Finance Bank Limited.
- **“Beneficiary”** refers to the third party of the Client whom client is adding into the payee list for fund transfer purpose in Corporate Internet Banking application.
- **“Corporate Internet Banking”** refers to Jana Small Finance Bank’s Corporate Internet Banking services through which access is provided to account information, products and other services as advised to Jana Small Finance Bank from time to time from Jana Small Finance Bank’s client for the Corporate Internet Banking.
- **“Client”** refers to customer of Jana Small Finance Bank availing Corporate Internet Banking service. In the case of Client being a Company, the Board of Directors, and in the case of a Client being a Corporate body other than a company, the person or persons having substantial power of management and control over following paragraph) who will be allowed to have access to Corporate Internet Banking and the said authorisation by means of a Board Resolution, Power of Attorney or Mandate, as the case may be, will be registered with Jana Small Finance Bank.
- **“Client information”** refers to the information about the Client obtained in connection with the Corporate Internet Banking services.
- **“Initiator/maker”** is the person initiating the Fund Transfer request as defined in the Board Resolution.
- **“Software”** in this document means any software, application, platform, techniques, solutions, including any updates thereon, used to facilitate the service of Corporate Internet Banking by Jana Small Finance Bank.
- **“Terms”** refer to the terms and conditions for use of Corporate Internet Banking as specified in this document.

- “**User**” refers to a person authorised by the Client who would be actually operating the service as agent of the Client. Any communication addressed to the User by Jana Small Finance Bank is deemed to have been addressed to the Client as well. Similarly, any communication and/or action of the User through Corporate Internet Banking will be legally binding on the Client.
- “**Viewer**” is the person only having viewing ability of the accounts as defined in the Board Resolution.
- In this document, all references to the Client and/or User being referred in masculine gender will also include the feminine gender.

2. Applicability of Terms

These TERMS form the contract between the Client using the Corporate Internet Banking services and Jana Small Finance Bank. By applying for Corporate Internet Banking service and accessing the service the Client acknowledge and accepts these Terms. These terms will be in addition to the Internet Banking terms and conditions and terms and conditions relating to any account and facility/services availed by the Client. In the event of inconsistency between these Terms and Terms of other facility/services, the terms as applicable and more prevalent to the context therein shall prevail over the other.

3. Application for Corporate Internet Bank

Jana Small Finance Bank may offer Corporate Internet Banking to selected client at its discretion. The client would need to be an internet user or should have legal access to the internet and should possess knowledge of how the internet works.

Jana Small Finance Bank will advise from time to time about the Browsers and its versions, which are required for using Corporate Internet Banking. There will be no obligation on Jana Small Finance Bank to support all the Browsers and its versions.

4. Corporate Internet Banking Service

Jana Small Finance Bank shall endeavour to provide to the Client through Corporate Internet Banking Services such as enquiry about the balance in the Client’s Account(s), type of assistance to the Client, details about transactions, statement of Account, Request for transfer of funds and such other facilities as Jana Small Finance Bank may decide to provide from time to time. These facilities may be offered in a phased manner at the discretion of Jana Small Finance Bank. Jana Small Finance Bank may also make additions/deletions to the services offered through Corporate Internet Banking at its sole discretion. The availability / non availability of a particular service / product shall be advised through email / web page of Jana Small Finance Bank or written communication.

The information provided to the Client through the Corporate Internet Banking services is not updated continuously but at regular intervals. Consequently, any information supplied to the Client through Corporate Internet Banking services will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the Client. Jana Small Finance Bank shall not be liable for any loss, damage of reputation that the Client may suffer by relying on or acting on such information.

As part of the Corporate Internet Banking services, Jana Small Finance Bank may provide the Client access to data / information/ report compiled / provided by a third party. Jana Small Finance Bank does not give any representation or warranty as to the accuracy / veracity of such data / information / reports. Further, the Client shall not disseminate/ publish or circulate such data / information / report or any part thereof without the prior consent of Jana Small Finance Bank (as the case may be) and the third party. Jana Small Finance Bank may keep its records of the transactions in any form it wishes. In any dispute Jana Small Finance Bank records shall be binding as the conclusive and best evidence of the transactions carried out through Corporate Internet Banking services in the absence of clear proof that Jana Small Finance Bank's records are erroneous or incomplete.

Any request for any service, which is offered as a part of Corporate Internet Banking services, shall be binding on the Client as and when Jana Small Finance Bank receives such a request.

If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation from the Client.

Jana Small Finance Bank shall take all reasonable care to ensure the security of and to prevent unauthorized access to the Corporate Internet Banking services using technology reasonably available to Jana Small Finance Bank.

The Client shall ensure that Corporate Internet Banking services or any related service is not used for any purpose which is illegal, unethical or which is not authorised in terms of this agreement or which is improper.

5. Corporate Internet Banking Access

The User would be allotted a Corporate Internet Banking service User-Id, Group- Id and password by Jana Small Finance Bank in the first instance. The User on- boarded as authorisers will be allotted with Authorisation password by Jana Small Finance Bank in the first instance. The user will be required to change the password assigned by Jana Small Finance Bank on accessing Corporate Internet Banking services for the first time. As a safety measure the User shall change the password as frequently thereafter as possible.

Any unauthorised access or use by the Client shall be dealt under appropriate law and regulation. Jana Small Finance Bank shall not be responsible, directly or indirectly, for any third person hacking into the Client's account.

6. Password

The Client must exercise due care to see that the confidentiality of the Corporate Internet Banking password is maintained. Jana Small Finance Bank shall not be responsible either directly or indirectly for the leakage/loss of the password and thereafter the misuse by third parties.

The Client understands and agrees that the password is for the purpose of verifying the authenticity of the transactions undertaken by the Client and shall have the same effect as the specimen signature of authorised signatory of the Client and the Client shall be bound by the transactions initiated by use of password. It is the duty and sole responsibility of the Client to keep the password confidential.

If the User forgets the Corporate Internet Banking password, the Client can request for change of the password by sending a duly authorised written request to Jana Small Finance Bank. The selection of a new password and/or the replacement of Corporate Internet Banking User-id shall not be construed as the commencement of a new contract.

Authorisation Password or OTP is mandatory for all the users with the authorisation rights as per the on-board request. User needs to change the initial Authorisation password sent by the bank in their first login to the Corporate Internet Banking portal. User has to provide authorisation password or OTP for authorising each and every request as per their on-boarding request.

7. Minimum Balance and Charges

The Client shall maintain, at all times, such minimum balance in Accounts(s), as Jana Small Finance Bank may stipulate from time to time. Jana Small Finance Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation Jana Small Finance Bank may levy service charges for use of Corporate Internet Banking which will be notified by Jana Small Finance Bank to the Client from time to time. Any charges in such service charges will also be notified to the Client. The Client authorise Jana Small Finance Bank to recover all charges related to Corporate Internet Banking as determined by Jana Small Finance Bank from time to time by debiting one of the Client's Accounts.

Jana Small Finance Bank may withdraw the Corporate Internet Banking services, 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 Client and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

8. Funds Transfer

The Client is provided Initiator and Approver mode for Funds Transfer. The Client confirm that the users will always keep confidential the log-in ids and password at all time and ensure that the passwords will not be disclosed to third party.

The Client shall not use or attempt to use Corporate Internet Banking for funds transfer without sufficient funds in the relative account or without a pre-existing arrangement with Jana Small Finance Bank for the grant of an overdraft.

Jana Small Finance Bank will endeavour to effect such funds transfer transactions received through Corporate Internet Banking provided there are sufficient funds available in the account. Jana Small Finance Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the reasonable control of Jana Small Finance Bank.

If fund transfer is made available to the Client, it may be used for transfer of funds from account of the Client to other accounts belonging to third parties maintained at Jana Small Finance Bank. Only such User who has been specifically authorised by the Client in this behalf shall operate the fund transfer facility. Such User will be allowed to transfer funds using Corporate Internet Banking in accordance with the mandate / resolution submitted by the Client. However, Jana Small Finance Bank shall be entitled to impose limits on the amount of funds that may be transferred through use of Corporate Internet Banking, Jana Small Finance Bank will notify such limits to the Client.

9. Authority to Jana Small Finance Bank

Access to the Banking Transactions in the accounts (s) are permitted through Corporate Internet Banking by Jana Small Finance Bank only after due authorization of the User by any means including Corporate Internet Banking User Id and password. The Client grants express authority to Jana Small Finance Bank for implementing the instructions given by the User. Jana Small Finance Bank shall have no obligation to verify the authenticity of any transaction/instruction received or purported to have been received from the User and/or the Client through Corporate Internet Banking or purporting to have been sent by the Client via Corporate Internet Banking other than by means of verification of the Corporate Internet Banking User-id and the password.

The display or printed output that is produced by the User at the time of operation of Corporate Internet Banking is a record of the operation of the internet access and shall not be construed as Jana Small Finance Bank's record of the relative transactions. Jana Small Finance Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

Jana Small Finance Bank can/ may set up bank level limit on Corporate Internet Banking Transactions for Clients through Safetynet Functionality to prevent Anti-Money Laundering activities.

Jana Small Finance Bank can reject any beneficiary addition by Client in Corporate Internet Banking services if safetynet functionality fails for the beneficiary.

10. Accuracy of information

Client is responsible for the correctness of information supplied to Jana Small Finance Bank through the use of Corporate Internet Banking or through any other means such as electronic mail or written communication. Jana Small Finance Bank accepts no liability for the consequences arising out of erroneous information supplied by the Client or the User. If the User or Client suspects that there is an error in the information supplied to Jana Small Finance Bank, the Client shall advise Jana Small Finance Bank, as soon as possible. Jana Small Finance Bank, will endeavour to correct the error wherever possible on a 'best efforts' basis.

If the Client notices an error in the account information supplied through Corporate Internet Banking or by the use of any of the Corporate Internet Banking services, the Client shall advise Jana Small Finance Bank, as soon as possible. Jana Small Finance Bank will endeavour to correct the error promptly.

11. Liability of the Client and Jana Small Finance Bank

In case of any unauthorised electronic transactions, the client liability shall be in accordance with the extant RBI guidelines in this regard. Please visit our website, www.janabank.com for more details.

The Client shall not be liable for any unauthorized transactions occurring through the use of Corporate Internet Banking which can be solely attributable to the fraudulent or negligent conduct of the employees of Jana Small Finance Bank. If the Client suspects that the confidentiality of the Corporate Internet Banking User-id or password is compromised and / or notices an unauthorized transaction in the account, the Client shall immediately notifies Jana Small Finance Bank of the same in writing and shall not be liable for losses arising out of the unauthorized transactions. The Client shall be liable for all loss from unauthorized transactions in the accounts, other than the losses which are directly and solely attributed to the fraudulent or negligent conduct of the employees of Jana Small Finance Bank, including but not limited to:

- Losses caused by the breach of the Terms
- Losses caused by/attribution to the negligent actions of the User and /or the Client such as the following:
- The User (s) keeping a written or electronic record of Corporate Internet Banking password.

- Disclosing or failing to take all reasonable steps to prevent disclosure of the Corporate Internet Banking User-id or password to anyone including bank staff and / or failing to advise Jana Small Finance Bank of such disclosure within reasonable time.
- Not advising Jana Small Finance Bank in a reasonable time about unauthorised access to or erroneous transactions in the Accounts
- Loss caused by any unauthorized transactions occurring through the use of Corporate Internet Banking which can be attributed to the fraudulent or negligent conduct of the Client and/or the User or the employees of the Client.

Jana Small Finance Bank shall under no circumstances be held liable to the Client if Corporate Internet Banking access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error or any other reason beyond the control of Jana Small Finance Bank. Under no circumstances shall Jana Small Finance Bank be liable for any loss / damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the Client or any other person except where the damage caused can be solely attributed to the fraudulent or negligent conduct of the employees of Jana Small Finance Bank.

12. Indemnification

The Client hereby undertakes and agrees that Client shall be responsible and liable for, and shall indemnify Jana Small Finance Bank and hold harmless at all times, from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs, awards, damages, losses and/or expenses (including legal costs and fees) however arising as a result of:

- i) breach of any terms and conditions; or
- ii) any unauthorised access or use or transaction; or
- iii) improper use of Corporate Internet Banking; or iv) breach of applicable laws and regulations by the Client

13. Disclosure of Client Information

The Client agrees that Jana Small Finance Bank may hold and process Client's Information on computer or otherwise in connection with Corporate Internet Banking services as well as for statistical analysis and credit scoring. The Client also agrees that Jana Small Finance Bank may disclose, in strict confidence, to other institution or governmental authorities, such

Client Information as may be reasonably necessary for reasons inclusive of but not limited to the following.

- for participation in any telecommunication or electronic clearing network
- in compliance with a legal directive
- for credit rating by recognized credit scoring agencies
- for fraud prevention purposes
- request by any authority duly empowered under law

14. Bank's Lien

Jana Small Finance Bank shall have the right of set-off and lien, respective of any other lien charge, present as well as future on the deposits held in the Client's Primary Account and / or secondary Account(s) or in any other account whether in single name or Joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Corporate Internet Banking services extended to and / or used by the Client.

15. Proprietary Rights

The Client acknowledges that the software underlying the Service as well as other internet related software which are required for accessing Corporate Internet Banking are the legal property of the Jana Small Finance Bank and respective vendors of Jana Small Finance Bank. The permission given by Jana Small Finance Bank to access Corporate Internet Banking will not convey any, patent copyright, licence, proprietary or ownership rights of these software. The Client shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Corporate Internet Banking or create any derivative product based on the software.

16. Change of Terms and Conditions

Jana Small Finance Bank has the absolute discretion to amend or supplement any of the Terms at any time and will endeavour to give notice of such changes as soon as possible to the Client by way of notification in the Jana Small Finance Bank website or written communication to Client. Jana Small Finance Bank may introduce new services / functions or may delete any of the Corporate Internet Banking services / functions at its absolute discretion from time to time. The availability of the new functions will be notified to the Client as and when they become available. The changed terms and conditions applicable to the Corporate Internet Banking services shall be updated in the Jana Small Finance Bank website and the same shall be deemed as the communication to the Client. By using these new services / functions the Client agrees to be bound by the amended Terms. Any modification in these terms and conditions notified on the web site through which Corporate Internet Banking is made available, shall be deemed to be notified to the Client.

17. Procedure for changing Users

The Client can revoke the authority of an existing User, change his User Access Profile/ authorise a new User by giving a resolution / mandate in the format prescribed by Jana Small Finance Bank. However all the terms and conditions herein shall continue to apply. In case a User leaves the services of the Client, the Client shall immediately notify Jana Small Finance Bank to disable the User access, giving Jana Small Finance Bank reasonable time to do so. In the event Client fails to inform Jana Small Finance Bank, the Jana Small Finance Bank shall not be liable for any loss or damages caused to Client.

18. Non-Transferability

The grant of facility of Corporate Internet Banking to a Client is not transferable under any circumstances

19. Termination of Corporate Internet Banking

The Client may request for termination of the Corporate Internet Banking services any time by giving a written notice of at least fifteen (15) days to Jana Small Finance Bank. The Client will remain responsible for all transactions made in the Account (s) through Corporate Internet Banking till the last date of usage of the Corporate Internet Banking services. Jana Small Finance Bank, reserves the right to discontinue all or any of the Corporate Internet Banking services to all or any of the Clients at any time without assigning any reason and without being liable for any loss/damage/cost of any nature whatsoever to the Client.

20. Notice

Jana Small Finance Bank, and the Client may give notices under Terms mentioned below:

- Electronically to the mailbox of either party. Such notices will be regarded as being in writing.
- In writing and delivering it by hand or by sending them by post or courier to the last address given by the Client and in the case of Jana Small Finance Bank, to the above mentioned address.

In addition, Jana Small Finance Bank may also publish notices of general nature, which are applicable to all Clients of Corporate Internet Banking on its website. Such notices will have the same effect as a notice served individually to each Client.

21. Governing Law

These terms and condition and/or the operations in the accounts of the Client maintained by Jana Small Finance Bank, and/or the use of the services provided through Corporate Internet Banking shall be governed by the laws of the Republic of India and no other nation. The Client and Jana Small Finance Bank agree to submit to the exclusive jurisdiction of the Courts located in Bangalore, India as regards any claims or matters arising under these terms and conditions.

Jana Small Finance Bank, accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the Corporate Internet Banking service can be accessed through internet by a Client in a country other than India shall not be interpreted to imply that the laws of the said country govern these Terms and/or the operations in the accounts of the Client and/or the use of Corporate Internet Banking.

22. General

The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause.

These terms and conditions contain Jana Small Finance Bank's entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the Client and Jana Small Finance Bank for Corporate Internet Banking Services.

The Client acknowledges that it has not relied on any representations made by Jana Small Finance Bank, or any of its employees or agents and has made its own independent assessment of Corporate Internet Banking. No Third party will have any rights or claims under these terms and conditions.

23. Disclaimer

It is the understanding that the Client shall make use of the Corporate Internet Banking facility inter alia for carrying out valid and legal transactions as per the Terms and Conditions and shall in no way violate the provisions of law in force from time to time. The Client shall be responsible for all of any such violations including any money laundering activities irrespective whether attempted and/or otherwise. It is the understanding of Jana Small Finance Bank and the Client that all the transaction embed out by the Client is a valid transactions and shall not be disputed.