

BarodaINSTA SMART TRADE TERMS AND CONDITIONS

1. Definitions:

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

Bank refers to Bank of Baroda (BOB), a banking company having its Head office at Baroda House, P.B.No.506, Mandvi, Baroda -390 006, Gujarat, India and Corporate Office at Baroda Corporate Centre at C-26, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 including any branch / office thereof.

Account refers to the User's Savings and / or Current Account and / or Cash Credit, Overdraft, Loan Account and / or any other type of account as available in the Bank to be covered under the BarodaINSTA Smart Trade facility.

Terms refer to terms and conditions for use of BarodaINSTA Smart Trade application as detailed in this document.

For Retail User

BarodaINSTA Smart Trade facility is the Bank's front end portal Service, offering various facilities for Retail Users such as Outward Remittance under LRS, Inward remittance for family maintenance, etc., alerts, reports and other facilities as the bank may decide upon to provide from time to time.

User refers to any individual user availing BarodaINSTA Smart Trade facility of the Bank and such user is identified as a Retail User.

For Corporate User

BarodaINSTA Customer portal facility is the Bank's front end portal, offering various facilities to the Corporate Customers such as initiating trade finance transactions requests of corporate in various locations and divisions, like Import Letter of Credit Issuance request, request for effecting any Foreign Currency Outward Remittance, Pre-shipment and Post Shipment Finance request, Bank Guarantee Issuance Request, etc. and other facilities as the Bank may decide upon to provide from time to time.

User refers to any person other than individual user such as sole proprietorship, partnership, public limited companies, private limited companies, HUF, Co-operative Societies, Clubs, Associations, Trusts and any other corporate concerns having internet banking facility of the Bank and such user is identified as a Corporate User. Users includes the Systems Administrator(s) and any of the Customer's employees, agents, representatives, who may be appointed from time to time by the Systems Administrator to initiate Online Requests on behalf of the Customer.

2. Applicability of terms:

These terms form the contract between the User and the Bank. By applying for BarodaINSTA Smart Trade of BOB to access and utilize the various services so offered, the User acknowledges and accepts these terms. These terms will be in addition and not in derogation of the terms and conditions relating to any account of the User and/or any agreement executed between the Bank and the Customer.

3. a) Application for BarodaINSTA Smart Trade facility:

The Bank may extend BarodaINSTA Smart Trade facility to selected customers at its discretion. The User needs to be a current legal Internet user or has access to the Internet and knowledge of how the Internet works. The application form for BarodaINSTA Smart Trade can be obtained from any branch

of BOB or downloaded from Bank's website. The said form is to be filled up and duly signed by the User and is to be submitted to their respective BOB branch. Upon receipt of request in the bank's prescribed application form for BarodaINSTA Smart Trade facility and subject to the satisfaction of the eligibility criteria laid down by the Bank from time to time, BarodaINSTA Smart Trade access shall be provided to the User by the Bank. The User shall not attempt or permit others to attempt accessing the account information stored in the bank's computers which does not relate to his/her account and / or for illegal and / or improper purposes which, if done and proved to be so, will be liable for action under the appropriate law and withdrawal of the BarodaINSTA Smart Trade facility.

b) Instructions:

Bank shall provide all instructions for operating the BarodaINSTA Smart Trade application to the User. The user is also responsible for the accuracy and authenticity of the instructions so provided to the Bank and the same shall be considered to be sufficient to operate the BarodaINSTA Smart Trade facility. The Bank shall not be required to independently verify the instructions and the instruction once given is effective unless countermanded by further instructions. The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instructions. Where the Bank considers the instructions to be inconsistent or contradictory, it may seek clarification from the User or may act upon as it may think fit.

4. Software:

The Bank will advise from time to time the Internet software such as Browsers, which are required for using BarodaINSTA Smart Trade application. There will be no obligation on the Bank to support all the versions of this Internet software. The User shall upgrade his software, hardware and the operating systems at his own cost from time to time and the Bank shall be under no obligation to support the software, hardware, operating systems of the User and that the same shall be the sole responsibility of the User.

5. Joint Accounts:

BarodaINSTA Smart Trade facility can be availed by the following persons:

Retail Customer

1. Individuals
2. Joint account holders with operating instructions as Self, Either or survivor,
3. Anyone or survivors or survivor clause

Corporate Customer

1. Sole Proprietor
2. Corporate Bodies (Public Ltd. Co., Private Ltd. Co. etc.)
3. Partnership firms
4. HUF
5. Trusts
6. Clubs
7. Association
8. Co-operative Societies

For Retail Customer:

- The Customer who is desirous of availing the BarodaINSTA Smart Trade facility should authorise a single signatory to act independently to operate the BarodaINSTA portal account notwithstanding the fact that the joint accounts are operated on E or S / Anyone or Survivors or survivor. The said BarodaINSTA Smart Trade user should submit necessary authority duly signed by all account holders, who in the normal course, have to operate the accounts as per the operating instructions.

For Corporate Customer:

- The Corporate Customer who intends to avail the BarodaINSTA Smart Trade facility should delegate suitable powers in the hierarchy of the Corporate to the identified persons who are given the authority for logging in the BarodaINSTA Smart Trade application of the Bank as a corporate user to view, transact and approve the transactions on BarodaINSTA Smart Trade application on behalf of the Corporate. Accordingly, the said Corporate should submit necessary authority to the Bank duly signed by the Authorised signatory along-with the workflow for the users to use the BarodaINSTA Smart Trade application on behalf of the Corporate.
- Corporate Bodies should ensure to submit the necessary special Resolution passed by the Board of Directors and should also satisfy the Bank that the said authorisation is within the parameters of law and its Memorandum & Articles of Association.
- In the case of partnership firms, joint holders and other categories, necessary Declaration in such formats as may be prescribed by the Bank should be submitted.

All transactions arising from the use of BarodaINSTA Smart Trade application in the above account shall be binding on the account holder jointly and severally. The Bank, in no way, shall be liable for any loss / damages whatsoever that may be incurred or alleged to be incurred by the said account holders in such an event.

6. Accounts in the names of minors:

For Retail User: In case of accounts opened for and on behalf of minors, the natural guardian shall undertake to give all instructions relating to the operation of the account and further undertake not to reveal the User ID and Password to the minor, which if done so, will be at the risk and consequences of the guardian and the Bank shall not be liable for any loss on that account in case the account is operated by the minor. In such an event the transaction will be deemed to have been undertaken by the guardian.

7. Security:

The Bank shall take adequate and reasonable care to ensure the security of and prevent unauthorised access to the BarodaINSTA Smart Trade application service using 128 bit Secured Socket Layer which is the highest level of security available for the internet banking services.

8. Password:

The user accepts and unconditionally agrees to the following:-

- i) Upon approval of the account holder's application, the customer will be allotted a Corporate ID/User Id and password to access the BarodaINSTA Smart Trade application.
- ii) The user id and password will be sent via separate e-mails and SMS by the Bank to the registered e-mail ID and mobile number.
- iii) The password so sent is not known to anyone including the Bank staff.
- iv) On logging in BarodaINSTA Smart Trade application for the first time, the user has to compulsorily change the password assigned by the Bank through the relevant option. The user is at liberty to change the password as many times as possible at his risk and consequences. The user will be solely responsible for maintaining secrecy of the password, so changed, and the Bank shall in no way be responsible for the misuse of the said password by any person other than the authorised user.
- v) The Bank does not assume any responsibility in this behalf including against loss incurred by the user as a result of misuse / unauthorised use of user Id / password.
- vi) In case the user forgets the password, a new password may be reset using options like Forget password and answering security questions or by requesting Bank through registered e-mail or written request to reset password. Such replacements shall not be construed / deemed as the commencement of new contract. In such an event the Bank shall provide the new password within a reasonable period of time. However, till such time no transactions could be effected.

9. Charges:

The Bank reserves the right to charge and recover from the User charges, if any fixed, for providing any service under BarodaINSTA Smart Trade facility. The user hereby authorises the Bank to recover the service charges by debiting one of the accounts of the user to make the payment within a specified period. However, there are no charges levied to the customers for utilizing BarodaINSTA Smart Trade services at present. Charges such as processing charges on Remittances/LC & BG issuance, postages, courier charges, GST on Forex conversion etc. be borne by the Customer.

10. Mailing Address:

All correspondence / delivery of any instructions by the Bank or their communication shall only be made at the normal postal address and / or e-mail address and / or mobile number as registered with the Bank. The Bank shall in no way be held responsible for non-receipt of the same.

11. Transaction Processing:

All the transactions initiated through BarodaINSTA Smart Trade will be available in portal.

In case any transactions request are received on weekly off / holiday / public holidays, they shall be effected on the immediately succeeding working day.

The user shall not hold the Bank responsible for not processing/effecting any transactions in case the Bank does not receive instructions to this effect even though the customer has forwarded the same.

12. Funds Transfer:

The user shall not use or attempt to use BarodaINSTA Smart Trade for transactions without sufficient funds in his account or without a pre-existing arrangement with the Bank by way of Cash Credit/overdraft. The Bank will endeavour to effect such transactions received through BarodaINSTA Smart Trade provided there are sufficient funds available in the User's account.

The Bank shall not be liable for any omission to do trade finance transactions due to circumstances beyond the reasonable control of the Bank.

13. Authority to the Bank:

BarodaINSTA Smart Trade transactions in the User's Account(s) are permitted only after authentication of the User Id and transaction Password of the User. The User grants express authority to the Bank for carrying out the banking transactions performed by him/her through BarodaINSTA Smart Trade portal. The Bank shall have no obligation to verify the authenticity of any transaction received from the User through BarodaINSTA Smart Trade portal or purporting to have been sent by the User via BarodaINSTA Smart Trade portal other than by means of verification of the User-Id and the transaction password.

Illegal or improper use of the BarodaINSTA Smart Trade facility shall render the user liable for payment of financial charges as decided by the Bank or will result in the suspension of the operations through BarodaINSTA Smart Trade.

14. Accuracy of Information:

The User is responsible for the correctness of information provided to the Bank through the use of BarodaINSTA Smart Trade application or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequence arising out of erroneous information provided by the User. The user shall at periodic intervals check the status of transactions/advices, correctness of the statement and shall inform the Bank about any discrepancies that may occur. However, Bank does not accept any liability.

15. Liability of the User:

The User alone shall be liable for any loss from unauthorised transactions in the BarodaINSTA Smart Trade accounts if he has breached the terms or contributed or caused the loss by negligent actions such as the following:

Keeping a written or electronic record of BarodaINSTA Smart Trade password.

Disclosing or failing to take all reasonable steps to prevent disclosure of the BarodaINSTA Smart Trade password to anyone including any minor, Bank staff and/or failing to advise the Bank of such disclosure within reasonable time.

Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in the BarodaINSTA Smart Trade accounts.

The Bank shall in no circumstances be held liable by the User if BarodaINSTA Smart Trade access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters of any kind, legal restraints, faults in the telecommunication network or Internet or network failure, power breakdown or UPS breakdown, software or hardware failure and or error or any other reason beyond the reasonable control of the Bank. The Bank shall in no way be liable for any loss or damage that may occur due to hacking of the account by any persons other than the user, which fits in the definitions of a 'Cyber Related Crime' as accepted internationally. The Bank shall under no circumstances be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person.

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 User or any other person.

16. Indemnity:

The User shall indemnify and hold the Bank harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of arising out of providing BarodaINSTA Smart Trade facility or by reason of the Bank in good faith taking or refusing to take or omitting to take action on any instruction given by the User.

17. Disclosure of Personal Information:

The User agrees that the Bank may hold and process his Personal Information on computer or otherwise in connection with BarodaINSTA Smart Trade services as well as for statistical analysis and credit scoring. The User also agrees that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

- participation in any telecommunication or electronic clearing network
- compliance with a legal directive
- credit rating by recognized credit rating / scoring agencies
- fraud prevention purposes.

18. Bank's Lien:

The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the User's accounts whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the BarodaINSTA Smart Trade service extended to and/or used by the User.

19. Proprietary Rights:

The User acknowledges that the software underlying the BarodaINSTA Smart Trade service as well as other Internet related software which are required for accessing BarodaINSTA Smart Trade application are the legal property of the respective vendors. The permission given by the Bank to access BarodaINSTA Smart Trade application will not convey or confer any proprietary or ownership rights in the above software. The user shall in no way try to alter / tamper or experiment with the said program. Any breach on the part of the user will be dealt under the appropriate law and user shall be liable for damages that may be incurred by the Bank.

The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying BarodaINSTA Smart Trade or create any derivative product based on the software.

20. Changes of Terms & Conditions:

The bank has the absolute discretion to amend or supplement any of the Terms at any time without prior notice to each user about the same. The changes so made will be available on the website of the bank which the customers are requested to refer to from time to time. Proposed and existing users to the services are advised to confirm themselves about the terms and conditions contained therein to take note of any changes, modifications and/or amendments which may be made to the scheme from time to time by the Bank. The bank may introduce new services within BarodaINSTA Smart Trade from time to time. The existence and availability of the new functions will be displayed on the bank's website along with the revised/changed terms and conditions applicable to such other BarodaINSTA Smart Trade services. By using the services, it is deemed that the User agrees to be bound by the terms and conditions applicable.

21. Non-Transferability:

The grant of facility of BarodaINSTA Smart Trade to a User is not transferable under any circumstance and shall be used only by the User who will be responsible for all the consequences thereof.

22. Cancellation/Termination of BarodaINSTA Smart Trade:

The User may request for cancellation of the BarodaINSTA Smart Trade facility any time by giving a reasonable notice to the Bank. The User will remain responsible for any transactions made in his accounts through BarodaINSTA Smart Trade application prior to the time of such cancellation of the BarodaINSTA Smart Trade service as informed by Bank after accepting such request. The Bank may withdraw the BarodaINSTA Smart Trade facility anytime provided the User is given reasonable notice. The closure of all Accounts of the User will automatically terminate the BarodaINSTA Smart Trade service. The Bank may suspend or terminate BarodaINSTA Smart Trade facilities without prior notice if the User has committed breach of these terms and conditions or the Bank learns of the death, bankruptcy or legal incapacity of the User.

23. Notices:

The Bank and the User may give notices under these Terms and Conditions:

- Electronically to the mailbox of either party. Such notices will be regarded as being in writing.
- In writing by delivering them by hand or by sending them by post to the last address given by the User

In addition, the Bank may also publish notices of general nature, which are applicable to all Users of BarodaINSTA Smart Trade on its web site. Such notices will have the same effect as a notice served individually to each User and or that of a notice published in a newspaper of print media.

24. Governing Law:

The terms and conditions and/or the operations in the accounts of the User maintained by the Bank and/or the use of the services provided through BarodaINSTA Smart Trade shall be governed by the appropriate laws as prevalent in India and no other nation. The User and the Bank agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims or matter arising under these terms and conditions.

Any dispute or difference arising between the User and the Bank shall be settled by mutual consultation /discussion failing which, the same shall be referred to Arbitration. The Arbitration proceedings shall be governed and conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 and that the Arbitration proceedings shall take place in Mumbai.

The Bank accepts no liability whatsoever, direct or indirect, for non-compliance or breach of the laws of any country other than the Republic of India. The mere fact that the BarodaINSTA Smart Trade Service can be accessed through Internet by a User in a country other than India shall not be interpreted to imply that the laws of the said country shall govern these terms and conditions and/or the operations in the BarodaINSTA Smart Trade accounts of the User and/or the use of BarodaINSTASmart Trade application. The use of the BarodaINSTA Smart Trade facility by a person from any place other than India will not alter the situation and the said user shall be deemed to have submitted himself to the laws of the Republic of India and only the Indian courts shall have the jurisdiction.

25. General:

The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause. The User shall not assign this agreement to anybody else.