



# Corporate iConnect<sup>™</sup> Registration cum Declaration Form New Registrations / Enhancement of Limits Requests

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	oorate User Detail : 1. Access options		Board Resolution & to	be verified by	the branch			
	2. Please note the	at a particular Cor	porate iConnect™ user	r, either can h	ave custome	er id access or account s	pecific access.	
N	lame of User	Login ID	*Transaction Typ (please specify ' or 'b' or 'c')		Customer ID	**Account Number	Signature	
a. O b. O c. O ** C ** A	nly between Own Li wn Accounts, Third nly Tax Payment. ustomer ID to be l ccount number to porate User-wise l	inked Accounts. O Party Accounts, Ta inked (Under this be linked (Under imits for Fund Tr	x Payment & Power Tra access option all accor this access option acc	nsfer: OR unts under the		omer ID will be Accessible e Accessible)	le)	
	orate Total Limit (Pe	er day): Ks						
Sr. No.	Individual User ID	User Limit (Rs.)	User Profile (Initiator or Approver or Initiator & Approver)	From Rs.	To Rs.	No. of Approvals required	Individual User ID of Approver	
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RESC		the above authorised	l officials are also authoris	ed to operate o	n behalf of the	e company through 'Corpor nk and /or continually oper		

when overdrawn, as per the access specifications authorised in the Corporate iConnect form,
RESOLVED FURTHER THAT Axis Bank be and are hereby authorised to accept all instructions given or initiated through the 'Corporate iConnect™' service through initiator and approver from all or any one of the above signatories in respect of Company's account/s. The company does agree to hold Axis Bank harmless and indemnifies and agrees to keep the Axis Bank's interest protected on account of the bank executing such instructions by the above signatories

in the manner provided here in above.

FURTHER RESOLVED THAT a copy of this resolution be and hereby be submitted to Axis Bank duly certified by all or any of the persons so authorised.

## Terms and Conditions for Corporate iConnect™ - Internet Banking

### Definitions

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

- context indicates otherwise:

  Bank refers to Axis Bank Ltd., a banking company incorporated in India under the Companies Act, 1956 and having its registered office at 'Trishul', 3rd floor, Opp. Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006, Gujarat, India including any branch / office thereof. The term includes the successors and assigns of the Axis Bank Limited.

  Corporate /Connect™ is the trade name of Axis Bank Ltd. Internet Banking Service. The words CORPORATE INTERNET BANKING and INTERNET BANKING SERVICE are used interrebaseable in this document.

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  INTERNET BANKING SERVICE or INTERNET BANKING SERVICES or INTERNET BANKING refers to Axis Bank Ltd.'s Internet services through which access is provided to account information, products and other services as advised by Axis Bank Ltd. from time to time from Axis Bank Ltd's customers through the internet.

  CLIENT refers to a corporate customer of Axis Bank Ltd. availing Corporate iConnect™. 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 INTERNET BANKING and the said authorisation by means of a Board Resolution. Power of Attorney or Manking as the case may be, will be registered with Axis Bank Ltd. 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 Axis Bank Ltd. is deemed to have been addressed

Power of Attorney or Mandate, as the case may be, will be registered with Axis Bank Ltd.

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 Axis Bank Ltd. 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.

ACCOUNT refers to the CLIENT'S Current Account and/or any other type of account so designed by Axis Bank to be eligible account(s) for operations through the use of CORPORATE INTERNET BANKING. The account(s) for which the INTERNET BANKING SERVICE is availed should being the name of the CLIENT.

• CLIENT INFORMATION refers to the information about the CLIENT obtained in connection with the INTERNET BANKING SERVICE.

• TERMS refer to the conditions for use of CORPORATE INTERNET BANKING as specified in this document.

• In this document, all references to the CLIENT and/or USER being referred in masculine gender will also include the femine gender.

• Initiator is the person who authorises the Fund Transfer request as defined in the Board Resolution.

• Approver is the person who authorises the Fund Transfer request keyed in by the Initiator.

Applicability of TERMS

These TERMS form the contract between the CLIENT using the INTERNET SERVICE and Axis Bank Ltd. By applying for CORPORATE INTERNET BANKING and accessing the service the CLIENT acknowledge and accepts there TERMS. These terms will be in derogation of the terms and conditions relating to any account of the CLIENT.

Applicability of TERMS

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The USERVICE and TRENNET BANKING. There will be no obligation on Axis Bank Ltd. to support all the versions of thi

for any loss, damage of reputation that the CLIENT may suffer by replying on or acting on such information.

As part of the INTERNET BANKING SERVICES, Axis Bank Ltd may provide the CLIENT access to data / information / report complied / provided by a third party. Axis Bank Ltd. does not give any representation or warranty as to the accuracy / veracity of such data / information / report or any part thereof without the prior consent of Axis Bank Ltd. (as the case may be) and the third party. Axis Bank Ltds may keep its records of the transactions in any form it wishes. In any dispute. Axis Bank Ltds records shall be binding as the conclusive and best evidence of the transactions carried out through CORPORATE INTERNET BANKING in the absence of clear proof that Axis Bank Ltds records are erroneous or incomplete.

Any request for any service, which is offered as a part of CORPORATE INTERNET BANKING, shall be binding on the CLIENT as and when Axis Bank Ltd. 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. In the case of any request for a service relating to any foreign currency transaction made by the CLIENT, the exchange rate. The rate at which the transaction is given effect to would be the effective rate for all intents and purposes.

Axis Bank Ltd. shall take all reasonable care to ensure the security of and to prevent unauthorized access to the CORPORATE INTERNET BANKING using technology reasonably available to Axis Bank Ltd.

The **CLIENT** shall ensure that CORPORATE INTERNET BANKING or any related service is used for any purpose which is illegal, or which is not authorised in terms of this agreemer which is improper.

which is improper.

CORPORATE INTERNET BANKING Access
The USER would be allotted a CORPORATE INTERNET BANKING User-Id and secret passwords by Axis Bank Ltd. In the first instance. The user will be required to change the password assigned by Axis Bank Ltd. on accessing CORPORATE INTERNET BANKING for the first time. As a safety measure the USER shall change the password as frequently thereafter as possible. In addition to User-Id and Password Axis Bank Ltd. may at its discretion, advise the USER to adopt such other means of authentication including but not limited to digital certification and / or smart cards.

cards. The CLIENT shall ensure that the USER shall not use the facilities provided as a part of the INTERNET BANKING SERVICE to attempt to access information stored in the computers of Axis Bank Ltd. that pertains to accounts of a third party with Axis Bank Ltd. of transactions between Axis Bank Ltd. and any third party without the prior consent of Axis Bank Ltd. and such third party. Any unauthorised use by the client shall be dealt under the appropriate law. Axis Bank Ltd. shall not be responsible for any third person hacking into the client's account through Axis Bank Ltd, has taken all reasonable care to protect the security system.

(A) Password

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Any unauthorised use by the client shall be dealt under the appropriate law. Axis Bank Ltd. sha taken all reasonable care to protect the security system.

(A) Password

The CLIENT must exercise due care to see that the confidentiality of the CORPORATE INTERNET BANKING password is maintained. Axis Bank Ltd 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 shall have the same effect as the specimen signature of authorised signatory of the CLIENT and shall have the same effect as the transactions initiated by use of password. It is the duty and sole responsibility of the client to keep the password in fact.

If the USER forgets for the password by sending a duly authorised written request to Axis Bank Ltd.

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User-id shall not be construed as the commencement of a new contract.

(B) Hardware Token

The Client will be provided with Hardware Token\* by the Bank. The said Hardware Token is mandatory and is required to be used by the Approvers who are enjoying transaction limit above Rs. 100 lacs. The said Hardware Token will generate a distinct One Time Password (OTP) each time for each transaction, which will be valid for 50 seconds. In the event the said password is not entered within 50 seconds by the Approver. The said Hardware Token will be provided by the Approver shall stand applicable for Hardware Token also. In the event the said Hardware Token and is liable for any misue of such Hardware Token and the sa

BANKING SERVICES, Axis Bank Ltd. will notify such limits to the CLIENT.

9. Authority to Axis Bank Ltd.

Access to the Banking Transactions in the ACCOUNT (s) are permitted through CORPORATE INTERNET BANKING by Axis Bank only after due authorization of the USER by any means including CORPORATE INTERNET BANKING User: to and password. The CLIENT grants express authority to Axis Bank Ltd. for implementing the instructions given by the USER. Axis Bank Ltd. 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 trough CORPORATE INTERNET BANKING or purporting to have been sent by the CLIENT via CORPORATE INTERNET BANKING of operating to have been sent by the CLIENT via CORPORATE INTERNET BANKING of the 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 Axis Bank Ltd's record of the relative transactions. Axis Bank Ltd's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

10. Accuracy of information
CLIENT is responsible for the correctness of information supplied to Axis Bank Ltd., through the use of CORPORATE INTERNET BANKING or through any other means such as electronic mail or written communication. Axis Bank Ltd. accepts no liability for the consequences arising out of erroneous information supplied by the CLIENT or the USER. If the CLIENT suspects that there is an error in the information supplied to Axis Bank Ltd., by him, he shall advise Axis Bank Ltd., as soon as possible. Axis Bank Ltd., will endeavour to correct the error wherever possible on a 'best efforts' basis. If the CLIENT notices an error in the account information supplied to him through CORPORATE INTERNET BANKING or by the use

INTERNET BANKING or by the use of any of the INTERNET BANKING services, he shall advise Axis Bank Ltd., will endeavour to correct the error promptly.

Liability of the CLIENT and Axis Bank Ltd.

The CLIENT shall not be liable for any unauthorized transactions occurring through the use of CORPORATE INTERNET BANKING which can be attributed to the fraudulent or negligent conduct of the employees or agents of Axis Bank Ltd. If the CLIENT has compiled with the TERNS and if immediately after he suspects that the confidentiality of the INTERNET BANKING User-id or password is compromised and / or notices an unauthorized transaction in his account, he notifies Axis Bank Ltd. of the same in writing and shall not be liable for losses arising out of the unauthorized transactions occurring in the accounts if Axis Bank Ltd. has failed to take required remedial measures within the reasonable time period required to set up such measures after the receipt by Axis Bank Ltd. of such written notice. The CLIENT shall be liable for all loss from unauthorized transactions in the accounts other the losses, which can be attributed solely to the fraudulent or negligent conduct of the employees or agents of Axis Bank Ltd. Including but not limited to:

a) Losses caused by the breach of the TERMS

b) Losses caused by the breach of the TERMS

b) Losses caused by adultibutable to the negligent actions of the USER and /or the CLIENT such as the following:

1) The USER (s) keeping a written of electronic record of INTERNET BANKING password.

3) Disclosing or failing to take all reasonable steps to prevent disclosure of the INTERNET BANKING userid or password to anyone including bank staff and / or failing to advise Axis Bank Ltd. of such disclosure within reasonable time.

c) 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.

Axis Bank Ltd. 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 Axis Bank Ltd. Under no circumstances shall Axis Bank Ltd. 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 person except where the damage caused can be solely attributed to the fraudulent or negligent conduct of the employees or agents of Axis Bank Ltd.

The CLIENT shall hold Axis Bank Ltd. harmless against any loss suffered by Axis Bank Ltd., its customers of a third party or any claim or action brought by a third party which is in any way the result of the improper use of CORPORATE INTERNET BANKING by the CLIENT or the USER, its

result of the improper use of CORPORATE INTERNET BANKING by the CLIENT or the USER, its clients and employees.

13. Disclosure of CLIENT INFORMATION

The CLIENT agrees that Axis Bank Ltd. may hold and process his 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 Axis Bank Ltd. 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.

a) for participation in any telecommunication or electronic clearing network

b) in compliance with a legal directive

c) for credit rating by recognized credit scoring agencies

d) for fraud prevention purposes

e) request by any authority duly empowered under law

14. Bank's Lien

Axis Bank Ltd. 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 INTERNET BANKING SERVICE 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 respective vendors. The permission given by Axis Bank Ltd. to access CORPORATE INTERNET BANKING will not convey any, patent copyright, licence, proprietary or ownership rights in the above 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.

on the software.

16. Change of Terms and Conditions

Axis Bank Ltd. has the absolute discretion to amend or supplement any of the TERMS at any time and will endeavour to give prior notice of fifteen days for such changes. Axis Bank Ltd. may introduce new services or may delete any of the INTERNET BANKING SERVICE at its absolute discretion within CORPORATE INTERNET BANKING from time to time. The exiting 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 new INTERNET BANKING SERVICES shall be communicated to the CLIENT. By using these new services, the CLIENT agrees to be bound by the 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

maich CORPORATE INTERNET BANKING is made available, shall be deemed to be notified to the CLIENT.

7. 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 Axis Bank Ltd. 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 Axis Bank Ltd. to disable the user access, giving Axis Bank Ltd. reasonable time to do so.

18. Non-Transferability

The grant of facility of CORPORATE INTERNET BANKING to a CLIENT is not transferable under any circumstances

19. Termination of Corporate /Connect™

The CLIENT may request for termination of the INTERNET BANKING SERVICES any time by giving a written notice of at least 15 days to Axis Bank Ltd. The CLIENT will remain responsible for any transactions made on his ACCOUNT (S) through CORPORATE INTERNET BANKING prior to the time of such cancellation of the INTERNET BANKING SERVICES. Axis Bank Ltd., reserves the right to discontinue all or any of the 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.

Clause 12 shall survive the termination of this agreement for any reason whatsoever.

Notice

Axis Bank Ltd., and the CLIENT may give notices under those TERMS:

a) Electronically to the mailbox of either party. Such notices will be regarded as being in writing.

b) In writing by delivering them by hand or by sending them by post to the last address given by the CLIENT and in the case of Axis Bank Ltd., to the above mentioned address.

In addition, Axis Bank Ltd., may also publish notices of general nature, which are applicable to all CLIENTS of CORPORATE INTERNET BANKING on its web site. Such notices will have the same effect as a notice served individually to each CLIENT.

## 21. Governing Law

Governing Law
These terms and condition and/or the operations in the accounts of the CLIENT maintained by Axis Bank Ltd., and/or the use of the services provided through CORPORATE INTERNET BANKING should be governed by the laws of the Republic of India and no other nation. The CLIENT and Axis Bank Ltd. agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under these terms and conditions.

Axis Bank Ltd., 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. The CLIENT shall not assign this agreement to anybody else. Axis Bank Ltd. may sub-contract and employ agents to carry out any of its obligations under this contract. These terms and conditions contain Axis Bank Ltd'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 Axis Bank Ltd., for CORPORATE INTERNET BANKING Services. The CLIENT acknowledges that it has not relied on any representations made by Axis Bank Ltd., 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

**Disclaimer**It is the understanding that the client shall make use of the *i*Connect™ facility inter alia for carrying out valid and legal transactions 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 valuations including any money laundering both attempted or otherwise. It is the understanding of Axis Bank Ltd. and the client that all the transaction embed out by the client the valid transactions and shall not be disputed. the very fact that the client if not well used in the operation of internet and/or computers get the transaction some or carried and through the agent shall not be other than and it shall be deemed that all such transactions are carried out by the client ahead.