



Industrial Development Bank of India Ltd.

Application form for Corporate Internet Banking

Details of Firm/Corporate	
Name of Corporate/Firm	: <input style="width: 100%;" type="text"/>
Account No	: <input style="width: 60%;" type="text"/> Cust ID <input style="width: 40%;" type="text"/>
Preferred Corporate ID	: <input style="width: 60%;" type="text"/> (Please indicate the corporate id you wish to use)
Constitution	: Partnership <input type="checkbox"/> Private Ltd <input type="checkbox"/> Public Ltd <input type="checkbox"/> Others <input type="checkbox"/>

Declaration

We maintain an account with the Bank in the name of our firm/Company as above. We have read and understood the Bank's terms and conditions in relation to the Internet banking facility (copy of which was provided to us) and agree to abide by them and amendments thereto from time to time at the sole discretion of the bank. We hereby request you to grant us Internet banking facility subject to the Bank's terms and conditions for Internet Banking facility to be operated by us (as per list of users below) in terms of our Internet banking mandate stated below. We hereby authorize the bank to recover to the debit of the subject account; interest, charges and costs in relation to Internet banking facility as and when due and not reimbursed by us to the Bank separately.

We request you to provide transaction access, DGFT & tax payment access to the users as per the terms of the Internet banking mandate stated below. We enclose herewith a copy of the resolution passed in a duly convened meeting of our Board of Directors in terms of which this application is made. We are aware that DGFT licence fee payment will be made severally by the below users. We are also aware that the payment of DGFT licence fee and taxes is a part of the existing transaction limit extended by the bank for internet banking facility.

For Transactions other than DGFT / Tax										
Designated User	View Access (please tick)					Transaction Access				
						Mode of Operation (please tick)		Limits (Default daily limits will be apply if not selected)		
	Accounts	Limits	FinanceTrade	CMS **	Demat	Singly	Jointly	Limit transaction per day (Rs)	Limit per day (Rs)	Corporate Limit (Rs)

DGFT Transactions (Joint authorization not available for DGFT transactions)

Designated Users for DGFT

Division access (Optional and is meant for restricted account access)

Name	Access (please tick)		Account No 1	Account No 2	Account No 3
	View	Transaction			

*User limits will be restricted by corporate limit. * User limits are renewed on daily basis. **If you are a CMS customer please fill up Annexure1

For and on behalf of Company/Partnership. (All partners in case of Partnership/Authorized signatories in case of Corporates)

Name of the Authorized Signatory/Partner	Designation	Signature

For Bank use only

Branch Use

Branch Name & SOL id :

Approved by Branch Head/RM : Name _____ Sign & EIN _____

CPU Use

Account no verified by : Name _____ Sign & EIN _____

Date Net banking password generated :

Draft of Resolution to be passed in a duly convened meeting of the Board of Directors of the Company for availing Internet Banking facility

True copy of the resolution passed in a duly convened meeting of the Board of Directors of (the Company)

The Chairman placed before the meeting a copy of Terms and Conditions for Internet Banking of IDBI Ltd initiated by the Chairman in the terms the Bank offers its Internet Banking/Payment of DGFT License Fees and Tax facility to its account holders.

It was noted that the internet is per se susceptible to frauds, misuse, hacking and other actions which could affect the Internet Banking facility, services and transactions there under leading to situations of possible loss, which the Bank does not warrant any safety for and for which the Company has made its independent assessment.

It was also noted that under the Internet Banking facility, the User(s) designated by the Company shall have independent and unlimited authority to operate all the accounts in the name of the Company.

After due deliberations, it was

RESOLVED that the Company do request for and avail from IDBI Ltd (the Bank), Internet banking facility in terms of the Bank's Terms and Conditions for Internet Banking facility instilled by the Chairman or on such other terms and conditions as may be specified by the Bank.

FURTHER RESOLVED that in order to request for and avail from the Bank the aforesaid Internet Banking facility, the following of the Company's officials be and hereby authorized to complete as the Company's authorized signatory/ies the application for such Internet Banking facility and submit the same to the Bank in order to avail the Internet Banking facility offered by the Bank.

-execute the necessary documents, agreements if required by the Bank in this connection and that the common seal of the Company be affixed wherever necessary in the presence of Mr. _____ Director(s)/Official and Mr. _____ Director(s)/Official of the Company in terms of Articles of Association of the Company.

FURTHER RESOLVED that the following officials are authorized severally for operating the said Internet Banking facility of IDBI Ltd for payment of DGFT License Fees and Taxes. The payment of DGFT license fees and taxes is a part of the existing transaction limit.

For Transactions other than DGFT / Tax

View Access (please tick)					Transaction Access				
					Mode of operation (please tick)		Limits		
Accounts	Limits	Trade Finance	CMS**	Demat	Singly	Jointly	Limit per transaction (Rs)	Limit per day (Rs)	Corporate Limit (Rs)

For DGFT (Joint authorization not available for DGFT)

Designated Users for DGFT

FURTHER RESOLVED that the User(s) as above be and hereby authorized to do through Internet Banking facility of the Bank, all operations, transactions and acts, on behalf of the Company and so as to bind the company including but not limited to the following:

To avail from the Bank any or all services under Internet Banking facility

To access and view the Company's accounts with the Bank

To request, obtain and receive cheque book

To issue stop payment instructions in respect of the cheques issued by the Company

To withdraw or transfer money from the Company's accounts

To generally do all acts as an independent attorney of the Company with unlimited authority

To make request to and receive from the Bank statements of the Company's accounts with the Bank

For and on behalf of Company

Name of the Authorized Signatory	Designation	Signature

FURTHER RESOLVED that the above mentioned Authorised signatories of the Company shall have the authority to do all acts on behalf of the company and so as to bind the Company in relation to Internet Banking facility of the Bank, including to enter into, make, sign, seal, execute, deliver, acknowledge and perform any agreement, deed, writing or thing.

FURTHER RESOLVED that this mandate in favour of the "User(s)" shall, as regards the Internet Banking facility of the Bank, shall always supercede our any other mandate as regards operation of all our accounts with the Bank

Certified as True Copy

For _____ Limited

Signature: _____

Name & Designation of Authorized signatory:

Terms & Conditions for Internet Banking facility

General

This document states the Terms and Conditions subject to which IDBI Bank Limited (the Bank) may offer at its sole discretion, internet banking facility, as an Add on Facility to its Account Holder. By requesting for the Internet Banking facility in pursuance hereof, the Account Holder so requesting accepts and agrees to abide by these Terms and Conditions.

These Terms and Conditions shall a) prevail over any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing and b) apply in addition to the Bank's General Terms and Conditions for Deposit Accounts and any other of the Bank's Terms and Conditions otherwise applicable. However in case of conflict, these Terms and Conditions for Internet Banking Facility shall prevail as regards transactions under Internet Banking facility.

The Bank shall have an absolute right to amend or supplement these Terms and Conditions at any time (at the sole discretion and without there being a need to assign any reason therefor) and the Account Holder and the User shall abide by such amended or supplemented Terms and Conditions all the time. The Bank's offer of Internet Banking facility is on the assumption that the applicant requesting for such facility understands that the internet is per se susceptible to frauds, misuse, hacking, virus and other actions which could affect the Internet Banking facility, services and transactions thereunder leading to situations of possible loss, which the Bank does not warrant any safety for and for which the applicant has made his own independent assessment.

In relation to these Terms and Conditions:

- all references to singular shall include plural and masculine gender shall include feminine gender;
- the clause headings are only for convenience and do not affect the meaning of the relative clause; and
- any provision hereof is held to be illegal, void or unenforceable by any court of competent jurisdiction, such provision shall be deemed to be deleted herefrom and the remaining Terms and Conditions shall continue in force and effect.

Services under Internet Banking facility

The Bank shall endeavour to provide through Internet Banking facility, services such as balance enquiry, details of transactions, statement of account, account transactions (in the deposit as well as credit facility accounts) of any nature including but without limited to funds transfer, payment of bills, discounting/retirement of bills, opening of letters of credit/ guarantees, accepting request for issue of cheque-books, and other services as the Bank may decide from time to time.

The Bank shall have sole discretion to provide or discontinue to provide any or all of the services under Internet Banking facility without any prior notice. However, the Bank shall endeavour to advise to the Account Holder such non-availability or discontinuance of a service under Internet Banking through email, its web page, by written communication or through customer notice displayed in the Bank.

The Bank, while shall make best effort, does not assure that the information provided through Internet Banking facility to database availability and connectivity link required to keep the same online.

As a part of Internet Banking facility, the Bank may provide reports or data prepared by other agencies, without accepting any responsibility as to their contents and correctness nor the Bank shall be responsible for any consequences or losses arising out of the use of such reports or data. The Account Holder should restrict the use of such reports or data to himself and not pass on the same or any part thereof to any third party without the Bank's prior written consent.

Availing of Internet Banking facility

An Account Holder may request the Bank for the grant of Internet Banking facility by submitting an application for Internet Banking facility prescribed hereunder. The Bank shall have the sole discretion to grant or not the Internet Banking facility without any assigning any reason for the Bank's decision in this regard.

The Account Holder while requesting for Internet Banking facility, should designate individual(s) as User(s) for operating the Internet banking facility by way of submitting to the Bank, Internet Banking Facility Mandate.

Internet Banking Facility Mandate shall include a) the scope and level of authority of each User(s) and b) the manner of exercise of such authority for each of the service under Internet Banking facility

Upon the Bank's agreeing to the Account Holder's request for Internet Banking facility, the Bank shall:

- inform the Account Holder the User ID (i.e. Identification Code) allotted to each of the Users
- inform each of the User(s) individually, the Password (i.e. a code word allotted by the Bank to enable the User operate Internet Banking facility on a User ID)

The Account Holder should forthwith inform the Bank in case of his desire to make amendments to the authority(ies) granted to the User(s) in terms of the Internet Banking Facility Mandate, which shall include adding/ removing a User or changing the level of authority or manner of exercising the authority for operating the Account using Internet Banking facility. The change in this regard shall take effect only upon the Bank's communicating the Account Holder in writing of having noted the change and the Account Holder shall continue to be responsible for the transactions made in terms of the earlier Internet Banking Facility Mandate until such change is given effect to in the Bank's records and computer systems.

Access to Internet Banking facility

The Bank shall assign to a User, a User ID and the Password at the beginning in the first instance. The User is required to (and must, in his and Account Holder's safety) change the Password assigned by the Bank on accessing the Internet Banking facility for the first time. As a further safety measure, the User shall change the password as frequently thereafter as possible. As an additional safety measure, the User may be forced to change the Password(s) whenever the Bank considers appropriate.

In addition to User ID and Password the Bank 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, as it may consider appropriate.

The Account Holder and the User shall not themselves (or permit others to) attempt to access information or do an activity or employ means other than the those specifically authorized by the Bank under Internet Banking facility.

The change of the User, User ID or Password or change in the Internet Banking Facility Mandate shall not be construed as the commencement of a new contract.

Care as regards the Password

The Account Holder and the User must exercise utmost care to ensure that only the User has the access to the Password.

For this purpose, the Account Holder and the User shall ensure that the User:

- keeps the User-ID and Password confidential to the User and not inform them to any other person
- chooses a Password which shall be at least 6 characters long or any number of characters as Bank may stipulate from
- time to time and may consist of a mix of alphabets, numbers which must not relate to any readily accessible personal data such as the Account Holder's name, address, telephone number, driver licence etc. or easily guessable combination of letters and numbers
- commits the User-ID and Password to memory and not records them in a written or electronic form
- does not let any unauthorized person to have access to his computer or leave the computer unattended whilst accessing Internet Banking facility.

If the User forgets the Internet Banking User-ID or Password the Account Holder should request the Bank in writing for change of the Password, where after the Bank shall communicate new password to the User. However, the Account Holder shall continue to be responsible for the transactions made using the old Password until a new Password is given effect to in the Bank's records and computer systems.

Authority, Rights and No Obligation of the Bank

In the event of a) The Account Holder's Internet Banking Facility Mandate observed to be uncertain or ambiguous and /or b) any instruction or request received through Internet Banking facility being uncertain or ambiguous or on which the Bank requires additional documents/ written authorization, the Bank shall not be bound to act on such Internet Banking Facility Mandate/ instructions/ requests, unless the uncertainty or ambiguity is removed by way of Account Holder's

confirmation or unless such additional documents/ written authorization is received, as the case may be. However, in case the Bank acts in such cases the Account Holder shall agree to abide by and ratify all such actions of the Bank.

By applying for and availing the Internet Banking facility, the Account Holder grants express authority to the Bank for carrying out the transactions performed by the User(s) through Internet Banking in terms of Internet Banking Facility Mandate.

The Bank shall have no obligation to verify the authenticity of a transaction made using the User ID allotted by the Bank as aforesaid other than by means of verification of the User ID and the Password.

The Bank shall have a right to sub-contract and employ agents to carry out any of its obligations and to transfer or assign its rights and obligations in relation to Internet Banking facility hereby offered, to any other person.

The Bank shall not be liable for any unauthorised transactions occurring through Internet Banking, which can be attributed to the fraudulent or negligent conduct of the Account Holder or the User(s) or by any of their employees, agents or associates.

The Bank shall under no circumstances be liable for any claims for losses or damages whatsoever whether 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 Account Holder, the User or any other person.

The Bank shall in not be liable to provide Internet Banking facility and consequently not liable for the losses or consequences if Internet Banking 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, virus attack on Bank's systems, maintenance of systems or any other reason beyond the control of the bank

Records

The Bank's own records maintained through computer systems or otherwise in relation to Internet Banking (and not the display or printed output produced by the User or the Account Holder shall be the final conclusive and binding as regards transactions done via Internet Banking transactions. **Undertakings, Liability and Obligations of the Account Holder & the User**

The Account Holder and the User shall not use or permit to use Internet Banking facility for any illegal activity or purpose or for any purpose or activity other than that allowed under these Terms and Conditions.

The Account Holder shall be liable for all transactions effected using the User ID allotted to it under Internet Banking facility and losses and consequences arising out of them, including but not limited to those due to a) the Account Holder or User's breach of these Terms and Conditions or contributed, b) loss by negligent actions by the Account Holder such as keeping a written or electronic record of Internet Banking User ID and /or Password or disclosing or failing to take all reasonable steps to prevent disclosure of the Internet Banking User ID or Password to anyone including to the Bank staff and/ or failing to advise the Bank of such disclosure within reasonable time or letting the User ID and password information to fall into unauthorized hands, thereby facilitating unauthorized use of Internet Banking facility or not advising the Bank in a reasonable time about unauthorised access to or erroneous transactions in the Internet Banking accounts.

The obligations herein of the Account Holder shall devolve as follows:

- In case of a company as an Account Holder, on its successors and permitted assigns.
- In case of a partnership a Account Holder, on its partners jointly and severally and on each of their their respective heirs, executors, administrators, legal representatives successors and permitted assigns
- -In case of a proprietary firm, on its sole proprietor his heirs, executors, administrators, legal representatives successors and permitted assigns.
- -In case of individual(s) being the Account Holder, on each one severally and on each one's heirs, executors, administrators and legal representatives. and permitted assigns.

Communications with the Account Holder's and User

Any communication sent to any of the Account Holder or the User will be deemed to have been addressed to and received by both the Account Holder.

Similarly any transaction by a User or a communication will be deemed to be executed and accepted by and will be legally binding on the Account Holder and the User.

Account Holder and User's Indemnity

The Account Holder and the User shall indemnify and hold the Bank harmless against any loss suffered by the Bank, its customers or a third party or any claim or action brought by a third party which in relation to the use of the Internet Banking facility by the Account Holder or User any of their agents, employees and associates.

The Account Holder shall be responsible for informing the Bank in case of his desire to discontinue the authority by way of User ID granted by it to the User and shall continue to be liable for the transactions made using such User ID, until the Bank takes on record the discontinuance of such authority and informs the Account Holder of having done so.

The indemnities contained herein shall survive termination of Internet Banking facility.

Account Holder's & User's Obligation as regards Software

The Account Holder and the User acknowledges that the software employed by the Bank for the Internet Banking facility is subject to the ownership rights of the owner and the permission given by the Bank to access Internet Banking shall not convey any proprietary or ownership rights in favour of the Account Holder or the User or any third party in relation to the software.

The Account Holder or the User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking or create any derivative product based on the software.

Non-transferability

The Internet Banking facility or any obligations arising out of its use shall not be transferable by the Account Holder or the User to any others.

Termination of Internet Banking facility or any service there under

The Bank shall be at liberty to discontinue the Internet Banking facility without giving any notice to the Account Holder or the User and without incurring any liability or responsibility whatsoever by reason of such discontinuance, the Internet Banking facility in the event any of:

- the balance in the Internet Banking Account falling short of the minimum balance as stipulated by the Bank;
- the charges remaining unpaid;
- non-satisfactory conduct of the Account or Internet Banking facility in the sole discretion of the Bank;
- breach of the Account Holder or the User of any of these Terms and Conditions;
- insolvency of or dispute among the Account Holder's its Partners/ Directors/ Users
- lack of legal capacity of the Account Holder or the User

The Account Holder may request for the termination of the Internet Banking facility or any service thereunder any time by giving a written notice of at least 30 days to the Bank and such termination shall have effect only from the date the Bank effects such termination in its records.

The Bank may discontinue the Internet Banking facility anytime by giving to the Account Holder a prior notice.

The closure of Account shall automatically terminate the Internet Banking facility granted in the Account.

Governing Law and Jurisdiction

These Terms and Conditions and the Internet Banking transactions pursuant hereto shall be governed by the laws of India and subject to the exclusive jurisdiction of the Courts in the city where the Bank's branch where the Account is maintained.

The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than India. The mere fact that the Internet Banking facility 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 govern these Terms and Conditions and the Internet Banking transactions

Terms and conditions for payment of DGFT licence fee & Taxes

Transaction Limit: Payment limit for making payment to DGFT and taxes will be a part of the transaction limit. In case user desires higher limit, the same has to be specifically applied for in the application form and need specific approval of the bank (at its sole discretion). The same has to be supported by suitable board resolutions, if applicable.

Mode of Operation: Singly by any one of the authorized signatories (facility of joint operation not available for DGFT fee payment)

Under no circumstances the bank will be responsible for excess/short remittances. In case of excess remittances, user will have to take up the matter with the concerned authorities for refund if any, directly. The terms and conditions mentioned above for Internet banking facility and amendments thereto from time to time will be applicable to this facility.