



Special Terms and Conditions of Online Banking Services of State Bank of India, Frankfurt Branch

1. Scope of Services

- (1) The customer (bank account holder of State Bank of India, Frankfurt branch – hereinafter referred to as the "Bank") may have banking operations, particularly orders, transactions and disposals, executed and handled through online banking to the extent offered by the Bank, provided that he/she has requested access to the Bank's online banking services and the Bank has confirmed such request. Access to online banking services will be made available via the Bank's internet address, which the Banks shall name to the client.
- (2) The individual banking operations which may be handled through online banking, as well as any other services offered by the Bank through online banking, may be inferred from the user mask and user navigation of the online banking services.

2. Access to Online Banking Services

- (1) If the Bank accepts the customer's request for access to online banking, the customer or upon the customer's request another individual (Third Party) for whom a power of attorney granted by the customer has been registered with the Bank (customer and/or such Third Party hereinafter referred to collectively as the "User") will obtain from the Bank a user ID and password. Online banking services may be accessed by entering the user ID and password in the user mask. When accessing online banking services for the first time, the User will have to change the password. The password must contain at least eight characters including at least one alphabet, one digit, and one special character. The User may change the password at any time through online banking. For reasons of security the Bank advises users to change the password regularly.
- (2) Furthermore, regarding the execution of banking operations through the functions provided in the user mask, the User obtains a scratch card which consists of four times four fields with digits from zero to nine. Orders placed with the Bank must be confirmed first by the User in the user mask. Thereafter, the User will automatically receive the instruction to enter the digits from the scratch card into the fields of the user mask designed for this purpose. The order will not be executed unless the correct digits are entered.

3. Credit Restrictions

- (1) The User shall only be authorized to draw on an account within the scope of the customer's credit balance in the account, or a credit or credit line granted for the account beforehand. However, the Bank shall nevertheless be authorized to execute orders of the User exceeding the credit line. Any such exceeding of the credit line shall not lead to the conclusion of a loan agreement or the increase of the credit line granted, but shall be treated as tolerated overdrawing of the account. In this case, the Bank shall be authorized to charge the higher interest rate for the tolerated overdrawing of an account. Furthermore, the Bank shall be authorized to ask the customer for the reimbursement of any expenses incurred by it in exceeding the credit line for reasons for which the User is responsible.

4. Processing of Orders and Availability of Online Banking Services

- (1) The processing of orders placed through online banking will take place within the framework of the ordinary course of business on the business days for the processing of the respective type of order (for example credit transfer (*Überweisung*)) as published in the *list of prices and services* (Preis- und Leistungsverzeichnis). If an order is received after the point in time set out in the *list of prices and services* (Preis- und Leistungsverzeichnis) (deadline for acceptance) or if the receipt does not take place on a business day pursuant to the Bank's *list of prices and services* (Preis- und Leistungsverzeichnis) that order shall be deemed to have been received on the immediately following business day. Processing will begin only on that day.
- (2) The Bank shall process orders placed through online banking in accordance with the special terms and conditions that apply to the respective type of order (for example the terms and conditions for credit transfers) if the following conditions are fulfilled:
 - that the User has legitimated himself/herself by means of the scratch card;
 - that the User has authorization for the respective type of order;
 - compliance with the online banking data format;
 - that the credit line pursuant to Section 3 hereof is not exceeded;
 - that the requirements for processing as set out in the special terms and conditions that apply to the respective type of order (for example the terms and conditions for credit transfers) are fulfilled.
- (3) If the requirements for processing pursuant to Subsection (2) are not fulfilled the Bank shall have the right not to process the order. If it refuses to process the order it

shall inform the User of that processing has not been carried out and as far as possible about the reasons for not doing so. Furthermore, the Bank shall as far as possible provide information about the possibilities of remedying the mistakes which led to the refusal.

- (4) The Bank shall make online banking services available to the User for the longest period of time possible. However, necessary maintenance work and accounting operations as well as disturbances to internet traffic and electronic access paths may lead to availability being limited from time to time, or to online banking services being temporarily unavailable. The User shall not have a claim to accessing online banking services at all times.

5. Revocation of Orders

The right to revoke an order placed through online banking is governed by the special terms and conditions that apply to the respective type of order (for example the terms and conditions for credit transfers). Orders can be revoked only outside the scope of online banking services.

6. Provision of Information to the Account Holder about Disposals made using Online Banking Services

The Bank shall inform the account holder at least once per month about the disposals made using online banking and shall do so using the means agreed for the provision of information about the account.

7. The User's Duties of Care

7.1 Technical Connection to Online Banking Services

The User must not establish a technical connection to the online banking services by using any access channels other than the online banking access channels notified to the User separately by the Bank (for example the internet address).

7.2 Keeping the User ID, the Password and the Scratch Card Strictly Confidential

- (1) The User shall ensure that no other person gains knowledge of his/her user ID, password or the digits on the scratch card.
- (2) The User must imperatively observe the following in connection with confidentiality concerning the user ID, password, and scratch card:
 - The password shall not be written down or stored. In particular, the user shall avoid storage in storage media of the data terminal used by the User

(e.g., personal computer). The user ID communicated to the User in writing and the scratch card shall be imperatively stored in a safe place which cannot be accessed by third parties. The user ID and the password must not be stored together with the scratch card.

- Passing the user ID, password and/or scratch card on to other persons shall be prohibited.
 - When entering his/her user ID, password and the digits from the scratch card the User shall ensure that these cannot be seen by other persons. The user ID, the password and the digits from the scratch card may be transmitted to the Bank only by means of the online banking access channels notified by the Bank.
- (3) If the User finds out, or suspects, that other persons have placed orders through online banking, or that other persons have knowledge of his/her user password, the User shall be obliged to change his/her password immediately. The other duties set out in Section 10 hereof shall remain unaffected.

8. Security of the Customer System

The User must observe the security advice on the Bank's website relating to online banking, and more especially the measures to protect the customer system (use of hardware and software).

9. Users' duty to check Order Data

Insofar as the Bank makes data relating to a User's online banking order (for example, the amount, account number and payee) available to be viewed and confirmed by the User in the online banking services section, the User shall have a duty to check the data shown against the data intended for the transaction prior to giving confirmation.

10. Duties of Notification and Information

10.1 Blocking Notice

- (1) If the User discovers the loss or theft of his/her scratch card, or the misuse or other unauthorized use of his/her scratch card or the digits thereon, the User must immediately notify this to the Bank by phone or in writing (by letter or fax) (blocking notice). The User may also send a blocking notice to the Bank at any time by means of the separately provided contact details.
- (2) The User must notify any case of theft or misuse to the police immediately.
- (3) Similarly, if the User suspects that another person has obtained unauthorized possession of his/her scratch card, or knowledge of the digits on the scratch card, or is making use of the scratch card or of the digits on the scratch card, he/she must submit a blocking notice (see Subsection (1)).

10.2 Notification of unauthorized Orders or deficiently executed Orders

If the account holder discovers an unauthorized or deficiently executed Order he/she shall inform the Bank immediately.

11. Blocking of Access

11.1 Blocking upon Request from the User

If requested by the User at any time the Bank shall be obliged to block the User's online banking access either from being used by the User or from being used by any user. To lift the blocking, the User must directly contact the Bank outside its online banking service.

11.2 Blocking upon Request from the Bank

- (1) The Bank shall be authorized to block the User's access to online banking if
 - it the Bank is entitled to terminate the Online Banking Contract for good cause,
 - reasons of fact connected with the security of the scratch card” or the digits on the scratch card justify such action, or if
 - there is a suspicion of unauthorized or fraudulent use of the scratch card. online banking services.
- (2) The Bank shall notify the account holder about the blocking and inform him/her of the main reasons for such action, if possible beforehand but no later than immediately afterwards, outside its online banking service.

11.3 Cancellation of Blocking

The Bank will cancel the blocking or exchange the scratch card when there are no longer any reasons for the blocking. It will notify the account holder about the cancellation of the blocking immediately.

11.4 Automatic Blocking of Online Banking Access and of the Scratch Card

- (1) The User's access to online banking services shall be blocked automatically, if the User has entered a false password three times in succession. To lift the blocking, the User must directly contact the Bank outside its online banking service.
- (2) The scratch card will be blocked if the digits on the scratch card are entered incorrectly four times in succession. To lift the blocking, the User must directly contact the Bank outside its online banking service.

12. Liability

12.1 Liability of the Bank in the case of an online banking disposal which is unauthorized or not executed or executed deficiently

The liability of the Bank in the case of an online banking disposal which is unauthorized or not executed or executed deficiently shall be governed by the special terms and conditions agreed for the respective type of order (for example the terms and conditions for credit transfers).

12.1 Liability of the account holder in the case of misuse of his/her scratch card

12.2.1 Liability of the account holder for unauthorized payment transactions prior to the blocking notice

- (1) If unauthorized payment transactions are made prior to the blocking notice due to use of a scratch card which has been lost, misplaced, stolen or gone missing in any other way, the account holder shall be liable towards the Bank for the damage resulting therefrom up to an amount of 150.– Euro regardless of whether the User bears responsibility for the loss, misplacement, theft or other loss of possession of the scratch card.
- (2) If unauthorized payment transactions are made prior to the blocking notice due to misuse of a scratch card which has not been lost, misplaced, stolen or gone missing in any other way, the account holder shall be liable towards the Bank for the damage resulting therefrom up to an amount of 150.– Euro if the User has intentionally or negligently (*schuldhaft*) breached his/her duty to store the scratch card and its digits securely.
- (3) If the account holder is not a consumer, he/she shall be liable for the damage

resulting from unauthorized payment transactions in excess of the 150,- Euro liability limit set out in the above paragraphs (1) and (2) if the User has intentionally or negligently breached his/her duties of care pursuant to these terms and conditions.

- (4) The account holder shall not be obliged to compensate damage pursuant to the above paragraphs if the User was unable to submit the blocking notice pursuant to Subsection 10.1 because of a failure by the Bank to ensure the possibility for receipt of the blocking notice and if that led to the occurrence of the damage.
- (5) If unauthorized payment transactions take place prior to the blocking notice and if the User has breached his/her duties of care pursuant to these terms and conditions intentionally (*vorsätzlich*) or with gross negligence (*grob fahrlässig*) or with fraudulent intent (*in betrügerischer Absicht*), the account holder shall be fully liable for the damage resulting therefrom. Gross negligence on the part of the User can occur particularly if he/she
 - fails to notify the Bank immediately upon becoming aware of a loss or theft of the scratch card or of a misuse of the scratch card or of the digits on the scratch card,
 - has stored the digits on the scratch card in his/her system,
 - has informed another person of the digits on the scratch card and if this caused the misuse,
 - entered the digits on the scratch card in a way that was recognizably outside the separately agreed internet pages, or
 - passed on the digits on the scratch card outside the online banking procedure, for example by e-mail.
- (6) The liability of the account holder for damage caused within a period for which an agreed credit line as set out in Section 3 applies, shall in each case be limited to the agreed credit line.

12.2.2 Liability of the Bank after the Blocking Notice

As soon as the Bank has received a User's blocking notice, it shall bear all subsequently occurring damage resulting from unauthorized online banking disposals. This shall not apply if the User has acted with fraudulent intent (*in betrügerischer Absicht*).

12.2.3 Exclusion of Liability

Liability claims are excluded where the situation giving rise to a claim is based on abnormal and unforeseeable circumstances beyond the control of the person pleading the occurrence of such circumstances and the consequences of which that person could not have averted despite exercising due care.

The Bank will not provide the User with Internet access or electronic access paths to online banking. Therefore, the Bank shall not be liable for orders not being executed due to disturbances in Internet access or electronic access paths which are not the Bank's fault.

13. Change of Personal Data

In the event of a change of the User's personal data (e.g., name, address), the User shall be obliged to notify the Bank of such change immediately through online banking or otherwise.

14. Protection of Copyrights and Industrial Property Rights

Any content or information, data, texts, graphical material or functions made available to the User via online banking may be subject to copyright protection. The User shall not acquire any rights by using such content or information, data, texts, graphical material or functions. The User shall only use the electronic access paths to online banking and its content for his/her own purposes and shall not make these available to third parties; in addition, the User shall treat as strictly confidential any content or information of the Bank which he/she may consider to be strictly confidential. The User may neither remove nor obliterate the Bank's references to its own copyrights or the copyrights of third parties. Furthermore, the User shall not be authorized to use trademarks, domain names or any other distinctive marks of the Bank or any third parties coming to his/her knowledge through online banking without their respective prior approval.

15. Termination

- (1) The customer shall be authorized to give written notice of termination of his/her online banking access to the Bank with immediate effect without stating his/her reasons for termination.
- (2) The Bank shall be authorized to give notice of termination of the online banking access to the customer in writing observing a notice period of two months. The right to termination for cause shall remain unaffected.

16. Applicability of other Terms and Conditions of Business

The general terms and conditions of business of the Bank together with the special terms and conditions that apply to the respective type of order shall apply in

addition to the terms contained herein. These terms and conditions can be accessed and printed out at <http://www.statebank-frankfurt.com> or at the Bank's branch office.

17. Applicable Law

Online banking, including any orders placed through online banking, as well as any transactions triggered thereby or any disposal, shall be governed by German law unless the applicability of foreign law has been agreed as an exception in an individual case.
