



APPLICATION FORM FOR INTERNET BANKING (FOR CORPORATE)



Annexe

Agreement cum Indemnity

THIS AGREEMENT is made aton this the.....day of..... 20.....by M/s.....residing at/having their registered office at.....

(hereinafter referred to as the " Customer" which expression shall include his/her/its/their, executors, administrators and permitted assigns as the case may be) in favour of Bank of India Uganda Limited. The term "Customer" shall include User/s in applicable cases and wherever the context so requires (in the event there are more than one individual) shall mean and be construed as "Customers" and the masculine gender, wherever the context so requires shall mean and be construed as the feminine.

WHEREAS

A. The Customer is a constituent of the Bank, maintaining the following accounts with the Bank of India Uganda Limited;

Account(s)

1															
2															
3															
4															

(hereinafter collectively referred to as the "said Accounts" which expression shall also include any other accounts of the Customer which may be opened in future at any of the Branches of the Bank and provided with Core Banking facility).

B. The Customer understand that the Bank has introduced "Bank of India Star Connect (Core Banking) Services" to facilitate its selected Customers (maintaining accounts with the branches of the Bank connected with Core Banking), to have the following facilities and to allow operations like:

i) Viewing the details of the Account(s) of the Customer

ii) and such other facilities as the Bank may at its sole discretion provide from time to time (all or any of the aforesaid facilities may be provided on such terms and conditions as Bank may stipulate from time to time and such facilities may be modified or withdrawn or suspended at the sole discretion of the Bank. All or any of the aforesaid facilities which may be provided by the Bank from time to time to the Customer are hereinafter collectively referred to as "said Core Banking Facilities" or "said Services")

C. At the request of the Customer and the Customer interalia agreeing to pay the fees/charges as may be fixed by the Bank from time to time, the Bank has agreed to provide/provided said Core Banking Facilities in all or any of the said Accounts (which Bank may decide at its sole discretion) interalia on the terms and conditions contained herein.



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In consideration of the above, the Customer hereby agrees and undertake with the Bank of India as follows:

1. The Customer has read and understood the terms and conditions of the “said Core Banking Facilities” displayed on Bank’s Web site www.bankofindia.com /contained in the annexure to the Application Form for the “said Core Banking Facilities” and agree to fully abide by the said terms and conditions and also the time to time modifications that may be made by the Bank in the said Terms and Conditions. The Customer irrevocably agree that any modifications made by the Bank to the said terms and conditions and displayed on the Bank’s Web Site or on the notice Board of the Branch shall be binding on the Customer and the Customer waives a separate notice for the same from the Bank.
2. The Customer and User/s shall maintain secrecy and confidentiality of the User name, Password and other secret code and the same shall not be shared or divulged to any other person. In the event the User name, Password and other secret code are allotted at the Customer’s request to a User/s to act in a representative capacity on Customer’s behalf, the Customer shall ensure that the said User/s maintain secrecy and confidentiality of the User name, Password and other secret code and that the same shall not be shared or divulged to any other persons by the User/s.
3. The Customer further agree and undertake that the Person/s authorised by him/them to operate the Customer’s accounts on his/their behalf (User/s) under the “said Core Banking Facilities” shall follow the terms and conditions of the “said Core Banking Facilities” and the Customer shall be bound by all acts and / or omissions on the User/s part and the Customer undertake responsibility for the acts or omissions of the User/s and it shall not be challenged by the Customer for any reason whatsoever so as to make the Bank liable for the same.
4. The Customer hereby agree that the Bank shall not be held liable or responsible for any unauthorised access beyond the system/security provided by the Bank through hacking etc.. to the Customer’s accounts/records, by any third parties and the same shall not amount to breach of the Bank’s duty of secrecy and the Customer waive his/their rights and privileges in this regard.
5. The Customer agree and undertake that the Customer shall only be liable and responsible for any liability, claims of any nature, loss and any damages that may arise due to misuse or otherwise of the said Core Banking Facilities either by the Customer, its staff, agents, the User/s authorized by the Customer or by any person making an unauthorised access to the Customer’s accounts.
6. The Customer agree that any discrepancy in the statement of accounts provided to the Customer shall be brought to the notice of the Bank immediately and in the event of any dispute or discrepancy between the statement of accounts provided under the “said Core Banking Facilities” through the Computer and the statement of accounts as maintained by the Bank at its concerned branch, the statement of accounts as maintained by the Bank at its concerned branch, shall for all purpose be binding on the Customer and the Bank shall not be liable to the Customer for any transactions undertaken or made based on the discrepant statement of Account.

7. RISKS

The Customer hereby acknowledge that the Customer and the User/s are fully aware of the risks involved in availing the said services which, inter alia, includes:-

- a. access by any third person using the Customer’s or it’s User’s password. In such case, the third person would be able to transact through the net and give instructions including Payment Instructions or Third Party Funds Transfer, by which the Customer can suffer loss.
- b. The Internet per se is susceptible to a number of frauds, misuse, hacking or other actions which could affect payment instructions to the Bank. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee by the Bank from such internet frauds, hacking and other actions which could affect the instructions/transactions through the said Services, causing loss to the Customer.



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c. The filling of applicable data for transfer and other transactions would require proper, accurate and complete details. In the event of any inaccuracy, the funds could be transferred to incorrect accounts. The Customer and the User/s shall therefore be required to take all precautions to ensure that there are no mistakes and errors and that the information given by the Customer/User/s to the Bank are error free, accurate, proper and complete at all points of time.

d. The Customer is fully aware that the Bank is providing the said Services at the Customer's sole risk and that the Bank shall not be liable for any loss, damages or consequences whatsoever arising due to any erroneous or incomplete information or any delay in executing the instructions for any other reasons. On the other hand in the event of the Customer's Account receiving an incorrect credit by reason of a mistake committed by some other Person, the Bank shall be entitled to reverse the incorrect credit at any time without the consent of the Customer. The Customer shall be liable and responsible to Bank and agree to accept the Bank's instructions without questions for any unfair or unjust gain obtained by the Customer.

8. The Customer will not hold the Bank responsible for the Internet Data being hacked or fraudulently used or if the data is used to defame anyone or if the data is used in any manner adverse to the Customer.

Declaration:

I/We affirm, confirm and undertake that I/we have read and understood the Terms and Conditions for usage of the Bank of India e-Banking Corporate services and agree to them.

I/We am/are aware that the usage of Bank of India e-Banking is governed by the terms and conditions which are displayed on <<https://www.bankofindia.co.in>> the site maintained by Bank of India and I/we have reviewed the contents of the same. Further, I/we accept the terms and conditions governing internet banking of Bank of India applicable for bank accounts as displayed on bank's website. I/We accept and agree that I/we are aware of the contents of the terms and conditions and that all my/our rights and

liabilities would be governed by the said terms and conditions by my/our act of accessing on

<https://www.bankofindia.co.in> .

I/we thereby agree to be subject to and comply with all the provisions of the terms and conditions which are incorporated by reference herein and deemed to be part of this application form to the same extent as if such provisions had been set forth in full herein.

I/We do hereby indemnify and forever keep indemnified the Bank and its successors and assigns, from and against any and all claims, actions, penalties that may be made, suffered or incurred by the Bank by reason of non-compliance of any of the terms and conditions mentioned therein.

Date:

Place:

Signature of Account Holder

FOR BANK USE ONLY

Application Sl. No _____

Date of Receipt: ____/____/____

We confirm having verified the signatures and mandates for the accounts including those of joint account holders. We also confirm that KYC norms have been complied with by the account holder(s) . Recommended for extending BOIUL e-Banking facilities.

Signature of Manager: _____

Name of Manager: _____

Date : ____/____/____