

INTERNET BANKING
"OnlineSBIGlobal"
TERMS OF SERVICE: DOCUMENT (For Individuals)

1. _____ (hereinafter referred to as “the Customer”) intends to use Internet Banking service provided by SBI Canada Bank (“SBIC”) through SBIC’s OnlineSBIGlobal Service. The Customer accepts and agrees to these terms of Service (“Terms of Service”) as may be amended from time to time by SBIC, as well as any other terms and conditions that apply to the use of the OnlineSBIGlobal Service, including without limitation the OnlineSBIGlobal Service Terms of Use (a copy of the current OnlineSBIGlobal Service Terms of Use are attached hereto as Exhibit “A”). SBIC reserves the right to modify, change, add, discontinue or cancel any of the services offered through OnlineSBIGlobal without notice. These Terms of Service may be changed at any time without notice by SBIC. The Customer agrees to review the Terms of Services regularly, and the Customer’s continued access or use of the Service will mean that the Customer agrees to any changes.

2. SBIC shall be entitled to use any hardware, software and/or such other equipment and modify the same as necessary or appropriate for the provision of the Service. Access to the Service may require that the Customer modify/upgrade the Customer’s systems or obtain third party software (such as third party internet browsers) to access or use the Service or OnlineSBIGlobal. SBIC shall not be responsible or liable for such modifications/upgrades, nor for any difficulties or consequences associated with using such third party software. Links to downloadable software sites from SBIC’s website are for convenience only and SBIC is not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with the software”.

General Information:

3. The OnlineSBIGlobal registration form(s) should be addressed and sent directly to the branch(s) where the applicant(s) maintain his / her / their account(s).

4. Separate registration is required in case the accounts are maintained at different branches. Separate registration is allowed for single and joint accounts at the option of the Customer.

5. A Customer may access his accounts through the OnlineSBIGlobal Service only after he / she acknowledges to the respective branch(es) the receipt of the User id and Password sent to him / her.

6. Each account holder in a joint account with "Either or Survivor" type mode of operation may register himself / herself as a USER of the OnlineSBIGlobal facility.

7. All other accounts not listed in the registration form will be available on the OnlineSBIGlobal for the purpose of enquiry only. The customers may approach Branch for enabling transaction rights on such accounts any time.

Acceptance of Instructions

8. The Customer hereby authorizes SBIC to accept instructions received through the Service in

electronic form from a person using the username /password assigned to the Customer in respect of Customer's account(s). Customer shall be bound by and assume full responsibility for any communication sent using such a Username/Password as of the time such communications were received or sent. SBIC shall be entitled to rely upon all electronic communications, orders or messages received by SBIC that use such Usernames/Passwords and SBIC shall be entitled to assume that the communication originated from the Customer to whom such User ID/Password was issued.

9. Customer shall immediately provide written notice to SBIC in the event that access to Customer's account from a Username/Password should be revoked for any reason. Such written notice shall be sent to the SBIC Branch/Office where the customer is maintaining account.

SBIC's Terms:

10. Transactions originated by the Customer are logged and transmitted to SBIC for completion. The requests take effect from the time these are recorded or registered at the branch where the Customer maintains an account. A transaction request will not be processed unless and until received by SBIC. Transaction requests will normally be processed at the branch during business hours on the same day or next working day. The rules, regulations and conventions applicable to banking transactions in the physical world will be applicable mutatis mutandis for transactions completed through the OnlineSBIGlobal service.

11. Though SBIC strives to maintain the quality of service, timely delivery and execution of the instructions given by the Customer, the same is not guaranteed by SBIC and SBIC does not accept any responsibility for not effecting or not completing any transaction entered into on the OnlineSBIGlobal Service due to any break-down in computer hardware or software systems including any breakdown of internet services or any delay or default of service providers from whom SBIC has retained to assist to provide the OnlineSBIGlobal Service.

12. SBIC may refuse to execute any instructions placed by Customer from any user account/password, as required by law, in the event that a Customer account/password has been suspended or terminated, in the event that SBIC has reason to believe that any transaction/ debits have been fraudulently made, or in the event that SBIC suspects that the transaction violates any applicable laws, including, without limitation, money laundering regulations hereinafter referred to as a "suspect transaction").

13. Disputes between the Customer and SBIC with respect to the transactions done through OnlineSBIGlobal will be subject to the jurisdiction of the competent Courts where the branch maintaining the relative account of the user is located and will be governed by the Local Laws of the country in force from time to time.

14. SBIC will take reasonable care to make use of the available technology for ensuring security and preventing unauthorised access to any of the services offered through the OnlineSBIGlobal.

USER's Obligations:

15. Password of the Customer's choice must replace the Password given by the SBIC at the time of

FIRST log-in. This is Mandatory.

16. Upon first accessing the OnlineSBIGlobal Service, the Customer shall be required to choose a Password of his choice as per the guidelines on the site. However, he / she is advised to avoid choosing a password that is generic in nature, guessable / inferable from the personal data such as name, date of birth, address, telephone number, driving license / car number etc.

17. There is no way to retrieve the Password from the system. In case the Customer forgets his / her Password, he/ she will have to approach the branch to reset the password.

18. The Customer must keep the UserName and Password strictly confidential and known only to himself / herself. SBIC will not be responsible for any loss sustained by the Customer due to breach of this condition.

19. Should the Customer notice that any errors or discrepancies relating to his / her account(s), Customer shall immediately notify SBIC by secured e-mail or letter.

20. SBIC may, at its sole discretion, at any time, deny or terminate any Customer's access to the OnlineSBIGlobal Service, in the event that SBIC has reason to believe that the Customer or a User is violating any term of the Terms of Service or using the OnlineSBIService for any illegal or improper purpose.

21. SBIC does not warrant to the Customer that the OnlineSBIGlobal Service will be provided uninterrupted or free from errors or that any identified defect will be corrected; or the OnlineSBIGlobal Service shall provide any function not set out or described in any associated documentation provided by SBIC. In the event of interruption to the Services or loss of use and/or unscheduled interrupted access to the OnlineSBIGlobal Service by the Customer, SBIC's shall use reasonable efforts to restore the OnlineSBIGlobal Service and/or the Customer's access thereto as soon as reasonably possible.

22. SBIC shall not be liable for any direct, indirect or consequential loss or damage sustained by the Customer by any direct or indirect use of or reliance on the electronic communication, orders or messages. SBIC shall also not be liable to Customer or any other person for any loss or damage caused arising in connection with the OnlineSBIGlobal Service and/or this Agreement, on account of interruption or stoppage to the access to and/or use of this OnlineSBIGlobal Service arising on account of circumstances not attributable to SBIC or beyond control of SBIC.

23. Though SBIC strives to maintain the quality of service, timely delivery and execution of the instructions given by the Customer, the same is not guaranteed by SBIC and SBIC does not accept any responsibility for not effecting or not completing any transaction entered into on the OnlineSBIGlobal Service due to any break-down in computer hardware or software systems including any breakdown of internet services or any delay or default of service providers from whom SBIC has retained to assist to provide the OnlineSBIGlobal Service.

24. The Customer will not attempt or permit others to attempt accessing OnlineSBIGlobal through any unlawful means or for any illegal purpose.

25. The Customer agrees to pay charges/ fees for OnlineSBIGlobal services as maybe prescribed by SBIC from time to time.

26. These Terms of Service shall be governed by and interpreted in accordance with the laws of the province of Ontario / province of Alberta / province of British Columbia and the federal laws of Canada applicable therein. Any dispute between the Customer and SBIC with respect to the transactions completed through the OnlineSBIGlobal Service will be subject to the jurisdiction of the competent courts in the Province where the SBIC branch maintaining the account of the Customer is located and will be governed by applicable laws in that Province.

27. By signing the Online Registration Form and these Terms of Service the Customer hereby confirms that the Terms of Service herein contained shall constitute the agreement between SBIC and the Customer for the use of the OnlineSBIGlobal Service. For greater certainty, the Customer confirms and agrees, that any other agreements between the Customer and SBIC relating to the Customer's accounts shall continue to apply and shall be in full force.

[INSERT NAME OF CUSTOMER]

EXHIBIT "A" – OnlineSBIGlobal Service Terms of Use

ONLINESBIGLOBAL TERMS OF USE

Application

The information provided on this website (the "Website") is made available subject to the following Terms of Use.

By accessing this website, you are agreeing to be bound by, and to comply with, these website Terms of Use, all applicable laws and regulations, and any additional terms provided on this Website. These Terms of Use apply to all information contained within or accessible from this Website. These Terms of Use are in addition to any other agreements, terms or conditions applicable to this Website, or any services provided by the SBI Canada Bank ("SBIC"), including without limitation, terms of service relating internet banking.

From time to time, SBIC may modify these Terms of Use. You agree to continue to review the Terms of Use whenever accessing or using the Website. Your use of this site, or any service on the Website, after the posting of modifications to the Terms of Use will constitute your acceptance of the Terms of Use, as modified. If, at any time, you do not wish to accept the Terms of Use, you may not use the site.

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Governing Law

The laws of the Province of Ontario / Province of Alberta / Province of British Columbia and the laws of Canada applicable therein shall govern as to the interpretation, validity and effect of this Terms of Use notwithstanding any conflict of laws provisions or your domicile, residence or physical location. You hereby irrevocably consent and submit to the non- exclusive jurisdiction of the courts of the Province of Ontario/ Province of Alberta / Province of British Columbia in any action or proceeding instituted under or related to this agreement. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Violation of Terms and Conditions

Should you violate these Terms Use or any other rights of it, SBIC reserves the right to pursue any and all legal and equitable remedies against you. If SBIC should fail to enforce any right or provision contained in these Terms of Use, you agree that this failure does not constitute a waiver of such a right or provision or of any other rights or provisions in these Terms of Use.