



# APPLICATION FORM FOR INTERNET BANKING (FOR INDIVIDUALS)

I/We request you to register my /our application for internet banking facility & link my / our accounts with your branch / other branch/es with following rights (choose one).					
Transaction Rights  Application No.					
View only (To be filled by the Branch) (If you are not aware of your Customer ID, please enquire from your base branch)					
CUSTOMER ID*:					
ACCOUNT NO.:					
NAME OF ACCOUNT HOLDER: Mr/Mrs/Miss (In Block Letters)					
DATE OF BIRTH:  (In dd/mm/yyyy format)  MARITAL STATUS: Single/Married  MARITAL STATUS: Single/Married  (In dd-mmm format, e.g. 15-Jan)					
RESIDENTIAL STATUS: Resident Non Resident					
OCCUPATION:					
PREFERRED USER ID: 1. 2. 3.					
(Minimum 6 characters - will be allotted subject to availability)					
COMMUNICATION ADDRESS:					
P. O Box No: Place: Place:					
Country:					
Email Address:					
Telephone Number: Mobile Number: (with STD/ISD Code)  Details of existing accounts to be linked for Internet Banking (if space insufficient attach additional sheet)					
Branch Name Name of Jt. A/C Holder Account No. Mode of operation					
Self/ E or S/Anyone or Survivor/					
Survivors					

# **Declaration:**

I/We affirm, confirm and undertake that I/we have read and understood the Terms and Conditions as per annexure for usage of the Bank of Baroda e -Banking Retail services and agree I/We am/are aware that the usage of Bank of Baroda e-Banking is governed by the terms and conditions which are displayed on <a href="https://www.bobibanking.com">https://www.bobibanking.com</a> the site maintained by Bank of Baroda and I/we have reviewed the contents of the same. Further, I/we accept the terms and conditions governing internet banking of Bank of Baroda 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 <a href="https://www.bobibanking.com">https://www.bobibanking.com</a>.

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 as per annexure mentioned therein.

Date: Place:	(In dd/mm/yyyy format)		
Signature:			
1		Name & Designation:	
2.		Name & Designation:	
3.		Name & Designation:	
4.		Name & Designation:	

N.B.: Baroda e-banking Retail Services are provided only in those accounts where the mode of operation is one of the following

(1) Self; (2) Either or Survivor; (3) Anyone or Survivor/Survivors. Each signatory to an account requiring access to Baroda e-banking Retail Services must have a separate User ID and PIN and therefore a separate form must be used for applying for these services by each signatory to an account. For expeditious registration please ensure that all information given in the form is complete & correct.

# **Branch confirmation** For Baroda Connect Operations Team: We confirm that 1. The customer details given above are correct and User ID created on: same are recorded in CBS also. 2. We have verified the signatures of the customer Signature: as appended above Name: 3. All the accounts of the above customer have been linked to one Customer ID as given above User ID dispatched on: 4. We have enabled the above Customer ID for enabling in Finacle-BDTM and Password dispatched on 5. We recommend granting ebanking facility to the above customer. Signature Signature of Branch Manager: Name: Name of the Branch Manager: Signature Number: Branch Alpha: SOL ID:

## Annexure II

# **Service Term Agreement**

I/We, the registered accountholder(s)/user(s) ("the Subscriber(s)") of the Bank of Baroda ("the Bank"), hereby authorize and request the Bank to avail the facilities of Online banking services of the Bank ("the Online Service") to perform financial and non-financial transactions on my/our account in the Bank and hereby agree following terms and conditions of the Service Term Agreement (Service Terms):

# 1. Right to Alter, Add or Cancel

The Bank reserves the right to alter, add to or cancel any or all of these Service Terms at any time by posting the relevant information on Bank's web site and in the Banks' branches and other premises. Such changes are deemed to be binding to me/us irrespective of whether specific notice was issued or not.

## 2. Facilities

I/We agree that the facility of Bank of Baroda e-Banking shall be available only in specified type of account/s notified by the Bank as eligible for internet banking facility from time to time. I/we agree that the facility of internet banking is available intra bank only and no fund transfer can be effected from other banks to my/our accounts maintained at Bank of Baroda as well as no fund transfer is permissible from Bank of Baroda to accounts maintained with other Banks.

# 3. Visa Status, Address etc:

It is my/our sole responsibility to ensure to inform the Bank about any changes in my/our employment / business and residence visa status. It is also my/our responsibility to update my/our current contact information in my/our user profile which includes, but is not limited to, name(s), address, passport details, phone numbers and email addresses.

# 4. General Provisions

- (a) To enable the use of the Online Service I/we shall maintain an Account with the Bank in Kenya. In the event the account is terminated for any reason whatsoever or in the event of any breach of the Service Terms, the Bank shall have the right to cancel the Online Service provided to me/us.
- (b) The Bank reserves the right to refuse any application for any of the Online Service and may, at its sole discretion, withdraw at any time all rights and privileges pertaining to the Online Service.
- (c) I/we undertake to execute any additional documents that may be required by the Bank prior to provision of any modified/additional facilities under the Online Service provided to me/us. If I/we fail to comply with the above requirements, the Bank has the right to withdraw the Online Service.
- (d) The Bank's record of any transaction processed by the use of Online Service shall be conclusive evidence of such transaction and binding to me/us for all purposes.
- (e) The Bank shall not be responsible for any erroneous payments to credit card institution(s) arising out of wrong input of

consumer/card number and I/we hereby confirm and agree to waive any right which I/we may otherwise have for holding the Bank responsible for any mistake or omission caused by the relevant Online Service and any delay by the Bank due to reasons beyond its control in onward transmission of the funds to the credit card institution(s) which may result in disruption of the utility service or card related transactions.

- (f) The Bank shall have the right to debit the applicable fees and charges for any instructions through Online Service from my/our Account(s). Such charges shall be as per the Bank's Schedule of Fees and Charges.
- (g) I/we acknowledge that Online Service is part of the Bank's Baroda Connect online service which has the copyright interest in all software and documentation of the Online Service and subsequent amendments including user guidelines in any form.
- (h) I/we hereby agree that the Bank has the right to withdraw any or all of the facilities under Online Service, without assigning any reason, after serving a notice to me/us by ordinary post or via e-mail.

# 5. Events Beyond Bank's Control:

The Bank shall not be liable for any delay or failure of Online Service arising from any cause or causes beyond its control, including (without limitation) act of God, act of government or regulatory authority, war, fire, flood, explosion, terrorism, riot or civil commotion, or non-availability, non-functioning or malfunctioning, computer viruses, interruption or disruption of utilities, internet service provider(s), or broadcast, telecommunications or other network systems or services.

# 6. Termination:

The Bank reserves the right, in its sole discretion, to terminate my/our use of the Online Service immediately without giving prior notice to me/us.

#### 7. Events of Default:

The Bank may terminate the access to the Online Service with immediate effect:

- (a) if I/we cease to maintain an Account with the Bank in Kenya;
- (b) if my/our relationship with the Bank or any other banking activity has been terminated;
- (c) if I/we notify the Bank of changes in the status of mine/ours which are unacceptable to the Bank.

# 8. Exclusion of Liability:

The Bank will in no way be liable to me/us for any loss / damage caused / suffered in the following cases:

- (i) Upon termination of the Online Service or a part of the Online Service without giving prior notice to me/us.
- (ii) Any misuse of the Online Service by me/us where the misuse is as a result of non-adherence to reasonable security procedures or terms and conditions of the Service or any specific security procedures advised to me/us by the Bank from time to time.
- (iii) Where I/we fail to notify the Bank of any change in my/our e-mail address, mailing address or contact numbers.
- (iv) Any errors or failures from any malfunction of the Computer, Software, the Internet and Internet Service Provider, or any electronic virus or viruses that may infect Computer/Software that is used by me/us.
- (v) Any industrial dispute or other matter outside the Bank's control or the control of the Bank's agents and sub-contractors (if any);
- (vi) Any erroneous Payment to any Beneficiary arising from any inputting error I/we may make;
- (vii) Any delay beyond the Bank's control in making Payment to any Beneficiary;
- (viii) Any failure by me/us to check any notice, communication which the Bank may have sent via secure e-mail;
- (ix) Any loss of data, Software, Computer or other equipment caused by the use of the Online Service;
- (x) Any loss arising out of any erroneous Payments or any delay in the transmission of funds through the Service to any Beneficiary which may Result from the termination or disruption of the Online Service;
- (xi) For the accuracy of any Financial or Non-Financial Transaction undertaken by me/us.
- (xii) Any failure by the Bank to make a Payment to a Beneficiary or to carry out my/our instructions if the Account was attached by a court order or blocked/frozen for whatever reason:
- (xiii) Any other loss that I/we may suffer by using the Online Service.

#### 9. Waiver:

No failure or delay on the part of the Bank to exercise any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any partial exercise by the Bank of any power, right or remedy prevent any other alternative exercise thereof or the exercise of any other power, right or remedy. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

## 10. Indemnity

I/we agree to fully indemnify, defend and hold harmless the Bank, its successors, its officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising in any way in connection with my/our account, money transfers, from my/our violation of the Service Terms and /or Terms and Conditions displayed on <a href="https://www.bobibanking.com">www.bobibanking.com</a>, my/our infringement or infringement by any other user of my/our Account(s) and in recovering any amounts due to the Bank or incurred by the Bank in any legal proceedings of whatever nature. I/we hereby agree to pay the Bank such amount as may be determined by the Bank to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature. I/we further agree and declare that I/we shall be bound by whatever action of mine/ours or any inaction on my/our part and shall not challenge the same and further hold the Bank harmless and indemnified in this regard.

## 11. Severability:

If any provision of this Agreement, or any other documents issued in connection with e-Banking shall be determined by a court of competent jurisdiction to be void or if at any time one or more of such provisions becomes illegal, invalid or unenforceable as written, the effected provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended under the original provision, and the remaining provisions shall continue in full force and effect, as modified.

# 12. Termination or Modifications

I/we hereby agree that:

- (a) The Bank may at any time vary the Service Terms whether written or online.
- b) The Bank has the sole authority and unrestricted right to amend this Service Terms without any notice by posting revised terms and conditions on the Bank's website.
- (c) I/we hereby waive my/our right to contest in respect to the revised Service Terms and agree to be bound by the same.

# 13. Governing Law:

The terms and conditions contained herein shall be governed and interpreted in accordance with the laws that may be determined by the Bank at its sole and absolute discretion. In the event of a dispute arising in relation to the use of the Online Service, it shall be resolved in accordance with the 7 of the Terms and Conditions displayed on www.bobibanking.com provided that the Bank may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside India.

# 14. Read, Understood and Accepted by me/us

I/we hereby confirm having read, understood and accepted the Service Terms in acknowledgement of which I/we have submitted this agreement to the Bank.

## 15. Mean and Include

The expression I/we mentioned herein shall include my/our successors, legal heirs, executers, administrators and assigns.

IN WITNESS WHEREOF, I/we have signed this agreement on the date herein above mentioned.

Signed by Mr/Mrs/Ms.	
Address:	