

I /We authorize you for creation of our e-banking account administrator for administration of users and Internet banking services to be provided to me/ us. I/ We understand that our account administrator will create/ manage our Corporate User(s) based on the authority given by us to the Bank.

Details of Account Administrator:

Full Name: _____ Designation: _____

Contact Numbers: _____ E-Mail: _____ Signature _____

Please note:

1. Allocation of User-ID, i.e. access of various accounts to different Users / divisions and maintenance of the same will be done by your Account Administrator. He will also enable and disable menus for Corporate Users and will create and modify pool of accounts.
2. Change in Limit mapping, designation mapping and hierarchy structure will be defined by the Bank on receiving written request from Account Administrator under signature of the authorized signatories.
3. Viewing option can be provided to any Corporate User by your Account Administrator. However, **for transactional functionalities Annexure-I needs to be submitted with User wise details.**

Declaration: [for Corporate]

I/ We have read the terms and conditions as per annexure II applicable to Bank of Baroda (Guyana) Inc. e-Banking Corporate services and agree to them. I/ we am/ are aware that the usage of Bank of Baroda e-banking Corporate is governed by the terms and conditions which are displayed on <https://intl.bobibanking.com> 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 <https://intl.bobibanking.com>. 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. Necessary Resolution/ Authorization are enclosed on the letterhead.

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 II mentioned therein.

Place: _____ Date: _____

Sr.No	SIGNATURE	NAME AND DESIGNATION

<p>Branch confirmation We confirm that</p> <ol style="list-style-type: none"> 1. The customer details given above are correct and same are recorded in CBS also. 2. We have verified the signatures of the customer as appended above 3. All the accounts of the above customer have been linked to one Customer ID as given above 4. We have enabled the above Customer ID for enabling in Finacle-BDTM and 5. We recommend granting e-banking facility to the above customer. <p>Signature of Branch Manager: _____</p> <p>Name of the Branch Manager: _____</p> <p>Signature Number: _____</p> <p>Branch Alpha: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>SOL ID: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>	<p>For Baroda Connect Operations Team:</p> <p>User ID created on: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>User ID dispatched on: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>Password dispatched on: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>Signature _____</p> <p>Name: _____</p>
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ANNEXURE – I (For Granting Transactional Authority to Various Corporate User)

CORPORATE DETAILS:

Sr No	Details of Divisions/ Sections within the Corporate	Details of Role/ Designation with in the Corporate	Hierarchy with in the Corporate

CORPORATE USER DETAILS:

Sr No	Name of User	Preferred User ID	Date Of Birth	Mobile No	e-mail	Access Option (V/R/T)	Signature of User

- V: view only (transaction authority not allowed);
- R: Request for Account opening, Renewal of FD account, Request for Cheque book, Bill Lodging, Request for Issuance of D.D, Banker's Cheque, Request for LC/Guarantee Opening and Amendment.
- T: Online transfer/Schedule transfer of funds to own account and third party account within the Bank. Online transfer/Schedule transfer of funds from linked account.

Sr No	Name of User	Individual Login ID	Designation/ Role	Initiating Limit	Approving Limit	From	To	No of approval(s) required	Individual User ID by which approval required

1. Initiator is the individual user initiating the Fund transfer request. 2. Approver is the person who authorizes the Fund Transfer request keyed in by the initiator. 3. Initiator and Approver cannot be the same individual. 4. Any Fund Transfer request necessarily will involve Initiator and Approver

Please attach separate sheet if more details to be furnished.

I/ We hereby confirm that mandate from the competent authority has been obtained. Necessary Resolution/ Authorization is enclosed on the letterhead.

Sr.No	SIGNATURE	NAME AND DESIGNATION

Annexure II

Service Term Agreement for BARODA CONNECT Corporate User

1. Definitions:

In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

Bank refers to Bank of Baroda (Guyana) inc. hereinafter referred as BOB, a banking company having its Registered Office at 10 Avenue of Republic & Regent Street, Georgetown, Guyana including any branch/ office thereof.

E-banking/ Baroda Connect is the Bank's Internet Service, offering the various facilities to the Corporate User such as Accounts enquiry of corporate in various locations and divisions, statement of account, Funds Transfer, Utility Bills Payment, stop payment inquiry, request for issuance of cheque book, request for issuance of DD, alerts, salary uploads, trade finance, financial modeling and other requests etc. and other facilities as the Bank may decide upon to provide from time to time.

User refers to any person other than individual user such as sole proprietorship, partnership, public limited companies, private limited companies, LLC, FZE, FZC, Trusts and any other corporate concerns having internet banking facility of the Bank and such user is identified as a **Corporate User**.

Account refers to the **User's** Savings / Checking a/c / Time Deposit / Overdraft / Loan Account and / or any other type of account as available in the Bank to be covered under the **e-banking facility**.

Terms refer to terms and conditions for use of **e-banking** as detailed in this document.

2. Applicability of terms:

These terms form the contract between the **User** and the Bank. By applying for **e-banking** of **BOB** to access and utilize the various services so offered, the **User** acknowledges and accepts these terms. These terms will be in addition and not in derogation of the terms and conditions relating to any account of the **User**.

3. a) Application for e-banking:

The Bank may extend **e-banking** facility to selected customers at its discretion. The **User** need to be a current legal Internet user or has access to the Internet and knowledge of how the Internet works. The application form for **e-banking** may either be downloaded or printed or the same can be received from any branch of **BOB**. The said form is to be filled up and duly signed by the User and submitted either to the any **BOB** branch. Upon receipt of request in the bank's prescribed application form for internet banking and subject to the satisfaction of the eligibility criteria laid down by the Bank, from time to time, internet banking access shall be provided to the User by the Bank. The User shall not attempt or permit others to attempt accessing the account information stored in the Bank's computers through any means other than e-banking. The User shall not attempt or permit others to attempt accessing the account information stored in the Bank's computers which does not relate to his or its account and / or for illegal and improper purposes which, if done and proved so, will be liable for action under the appropriate law and withdrawal of the e-banking facility.

b) Instructions:

Bank shall provide all instructions for operating the **e-banking** facility to the User. The user is also responsible for the accuracy and authenticity of the instructions provided to the Bank and the same shall be considered to be sufficient to operate the internet banking facility. The Bank shall not be required to independently verify the instructions and the instruction once given is effective unless countermanded by further instructions. The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instructions. Where the Bank considers the instructions to be inconsistent or contradictory, it may seek clarification from the User or may act upon as it may think fit.

4. Software:

The Bank will advise from time to time the Internet software such as Browsers, which are required for using **e-banking**. There will be no obligation on the **Bank** to support all the versions of these Internet software. The **User** shall upgrade his software, hardware and the operating systems at his own cost from time to time and the Bank shall be under no obligation to support the software, hardware, operating systems of the **User** and that the same shall be the sole responsibility of the **User**.

5. Accounts:

E-banking facility can be availed by the following account holders:

- 1) Sole Proprietor
- 2) Corporate Bodies (Public Ltd. Co., Private Ltd. Co., FZE, FZC etc.)
- 3) Partnership firms
- 4) LLC

The Corporate user who intends availing the **e-banking** facility should delegate suitable powers in the hierarchy of the Corporate to the identified persons who are given the authority for logging in the internet banking of the Bank as a corporate user for view, transact and approve the transactions on internet banking on behalf of the Corporate. Accordingly, the said **e-banking Corporate** should submit necessary authority to the Bank duly signed by the Authorized signatory along with the workflow for the users to use the e-banking on behalf of the Corporate.

Corporate Bodies should ensure to submit the necessary special Resolution passed by the Board of Directors and should also satisfy the **Bank** that the said authorization is within the parameters of law and its Memorandum & Articles of Association.

In the case of partnership firms, joint holders and other categories, necessary Declaration in such formats as may be prescribed by the **Bank** should be submitted.

All transactions arising from the use of **e-banking** in the above account shall be binding on the account holder jointly and severally. The **Bank**, in no way, shall be liable for any loss / damages whatsoever that may be incurred or alleged to be incurred by the said account holders in such an event.

6. Security:

The Bank shall take adequate and reasonable care to ensure the security of and prevent unauthorized access to the **e-banking** service using 128 SSL (Secured Socket Layer) which is the highest security available for the internet banking services.

7. Password:

The Corporate User accepts and unconditionally agrees to the following:-

- i) Upon approval of the account holder's application, the customer will be allotted corporate user, user Id and login and transaction password to access the **e-banking facility**.
- ii) The user id and password will be mailed by the Bank separately to the mailing address in terms of the option exercised by the corporate customer in the Application Form.
- iii) The password so mailed is not known to anyone including the Bank staff. In the event of the mails containing user id and password reaches the customer in a tampered / damaged condition, contact the **Bank** immediately.
- iv) On accessing **e-banking** for the first time, the user has to compulsorily change the password assigned by the Bank through the relevant option. The user is at liberty to change the password as many times as possible at his risk and consequences. The user will be solely responsible for maintaining secrecy of the password, so changed, and the Bank shall in no way be responsible for the misuse of the said password by any person other than the authorized user.
- v) The bank does not assume any responsibility in this behalf including against loss incurred by the user as a result of misuse/ unauthorized use of user Id/ password.
- vi) In case the user forgets the password, a new password may be obtained from the Bank against a written request in the prescribed Bank's format as available on internet/ Bank's branch. Such replacements shall not be construed/ deemed as the commencement of new contract. In such an event the Bank shall provide the new password within a reasonable period of time. However, till such time no transactions could be effected.

8. Charges:

The Bank reserves the right to charge and recover from the User charges, if any fixed, for providing any service under **e-banking** facility. The user hereby authorizes the Bank to recover the service charges by debiting one of the accounts of the user to make the payment within a specified period. However, there are no charges levied to the customers for e-banking services at present. Charges such as exchange on DD, commission on Bankers' Cheque, postages, courier charges, etc. to be borne by the Corporate user.

9. Mailing Address:

All correspondence/ delivery of any instructions by the Bank or their communication shall only be made at the normal postal address and / or e-mail address as registered with the Bank. The Bank shall in no way be held responsible for any non-receipt of the same.

10. Cheque Book Issue:

The user can request for issuance of a cheque book and the same will be mailed by the Bank to the address given in the Request. The courier charges will be borne by the customer.

11. Demand Draft/ Managers' Cheque Request:

The user can request for **Demand Draft/ Managers' Cheque** and opt for mailing the DD/ Managers' Cheque to the communication address of the customer or delivered to the beneficiary's address as given in the request. The courier/ postage charges, exchange on DD, commission on Bankers' Cheque will be borne by the customer.

12. Transaction Processing:

All the Funds Transfer will be affected instantaneously in the account after invoking Instant Funds Transfer.

All the Scheduled Funds Transfer will be carried out on the scheduled date subject to availability of clear balance in the account.

In case Funds Transfer are scheduled for effecting any transactions are received on weekly off/ holiday/ public holidays, they shall be effected on the immediately succeeding working day.

The user shall not hold the Bank responsible for not processing/effecting any transactions in case the Bank does not receive instruction to this effect even though the customer has forwarded the same.

13. Funds Transfer:

The user shall not use or attempt to use **e-banking** for funds transfer without sufficient funds in his account or account without a pre-existing arrangement with the Bank by way of Overdraft. The Bank will Endeavour to affect such funds transfer transactions received through **e-banking** provided there are sufficient funds available in the User's account.

The Bank shall not be liable for any omission to make all or due to circumstances beyond the reasonable control of the Bank.

14. Bill Payments:

The user shall maintain sufficient funds for payment of bills on the scheduled date. The Bank shall not be liable for non-payment due to insufficient balance or circumstances beyond the reasonable control of the Bank, including technical problems of connectivity, computer breakdown, non-availability of communication links, etc.

The Bank shall in no way be responsible for the non-payment of the User's bills within the time stipulated and the User alone shall be bound to pay or discharge interest, penalty or any such charges. Further, the Bank shall not be called upon to indemnify the user. All disputes such as excess billing, disconnection of service or facility, wrong credit or debit by the Bank, shall be resolved by the User only, and the Bank shall in no way be responsible for the same.

15. Authority to the Bank:

E-banking transactions in the User's Account(s) are permitted only after authentication of the **User Id** and transaction password of the **User**. The **User** grants express authority to the Bank for carrying out the banking transactions performed by him through **e-banking**. The Bank shall have no obligation to verify the authenticity of any transaction received from the **User** through **e-banking** or purporting to have been sent by the **User** via **e-banking** other than by means of verification of the **User-Id** and the transaction password.

Illegal or improper use of the **e-banking** facility shall render the user liable for payment of financial charges as decided by the Bank or will result in the suspension of the operations through **e-banking**.

The display or printed output that is produced by the **User** at the time of operation of **e-banking** is a record of the operation of the Internet transactions.

16. Accuracy of Information:

The **User** is responsible for the correctness of information provided to the Bank through the use of **e-banking** or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequence arising out of erroneous information supplied by the **User**. The user shall at periodic intervals check the correctness of the statement and shall inform the Bank about any discrepancies that may occur.

All outputs of statements are duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from a computerized backup system maintained by the Bank. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error. The **User** shall hold the Bank harmless against any loss, damages,

etc. that may be incurred/ suffered by the **User** if the information contained in the above said outputs turns out to be inaccurate/ incorrect.

17. Liability of the User:

The **User** alone shall be liable for any loss from unauthorized transactions in the **e-banking** accounts if he has breached the terms or contributed or caused the loss by negligent actions such as the following:

Keeping a written or electronic record of **e-banking** password.

Disclosing or failing to take all reasonable steps to prevent disclosure of the **e-banking** password to anyone including any minor, Bank staff and/or failing to advise the Bank of such disclosure within reasonable time.

Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in the **e-banking** accounts.

The Bank shall in no circumstances be held liable by the **User** if **e-banking** access is not available in the desired manner for reasons, including but not limited to, natural calamity, floods, fire and other natural disasters of any kind, legal restraints, faults in the telecommunication network or Internet or network failure, power breakdown or UPS breakdown, software or hardware failure and or error or any other reason beyond the reasonable control of the Bank. The Bank shall in no way be liable for any loss or damage that may occur due to hacking of the account by any persons other than the user, which fits in the definitions of a 'Cyber Related Crime' as accepted internationally. The Bank shall under no circumstances be liable for any damages whatsoever whether such damages are 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 User or any other person.

18. Indemnity:

The **User** shall indemnify and hold the Bank harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of arising out of providing **e-banking** facility or by reason of the Bank in good faith taking or refusing to take or omitting to take action on any instruction given by the **User**.

19. Disclosure of Personal Information:

The User agrees that the Bank may hold and process his Personal Information on computer or otherwise in connection with **e-banking** services as well as for statistical analysis and credit scoring. The User also agrees that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

- For participation in any telecommunication or electronic clearing network
- In compliance with a legal directive
- For credit rating by recognized credit rating/ scoring agencies
- For fraud prevention purposes.

20. Bank's Lien:

The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the **User's** accounts whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the **e-banking** service extended to and/or used by the **User**.

21. Proprietary Rights:

The **User** acknowledges that the software underlying the **e-banking** service as well as other Internet related software which are required for accessing **e-banking** is the legal property of the respective vendors. The permission given by the Bank to access **e-banking** will not convey or confer any proprietary or ownership rights in the above software. The user shall in no way try to alter/ tamper or experiment with the said program. Any breach on the part of the user will be dealt under the appropriate law and user shall be liable for damages that may be incurred by the Bank.

The **User** shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying **e-banking** or create any derivative product based on the software.

22. Change of Terms and Conditions:

The Bank has the absolute discretion to amend or supplement any of the Terms at any time without prior notice to each user about the same. The changes so made will be available on the website of the Bank which the customers are requested to refer to from time to time. Proposed and existing users to the services are advised to confirm themselves about the terms and conditions contained therein to take note of any changes, modifications and/or amendments which may be made to the scheme from time to time by the Bank. The Bank may introduce new services within **e-banking** from time to time. The existence and availability of the new functions will be displayed on the Bank's website along with the revised/ changed terms and conditions applicable to such **e-banking** services. By using the services, it is

deemed that the **User** agrees to be bound by the terms and conditions applicable.

23. Non-Transferability:

The grant of facility of **e-banking** to a **User** is not transferable under any circumstance and shall be used only by the **User** who will be responsible for all the consequences thereof.

24. Cancellation/ Termination of e-banking:

The **User** may request for cancellation of the **e-banking** facility any time by giving a written notice to the Bank. The **User** will remain responsible for any transactions made in his accounts through **e-banking** prior to the time of such cancellation of the **e-banking** Services. The Bank may withdraw the **e-banking** facility anytime provided the User is given reasonable notice. The closure of all Accounts of the User will automatically terminate the **e-banking** services. The Bank may suspend or terminate **e-banking** facilities without prior notice if the User has committed breach of these terms and conditions or the Bank learns of the death, bankruptcy or legal incapacity of the User.

25. Notices:

The **Bank** and the **User** may give notices under these Terms and Conditions:

- Electronically to the mailbox of either party. Such notices will be regarded as being in writing.
- In writing by delivering them by hand or by sending them by post to the last address given by the User

In addition, the Bank may also publish notices of general nature, which are applicable to all **Users** of **e-banking** on its web site. Such notices will have the same effect as a notice served individually to each User and or that of a notice published in a newspaper of print media.

26. Governing Law:

The terms and conditions and/ or the operations in the accounts of the **User** maintained by the Bank and/ or the use of the services provided through **e-banking** shall be governed by the appropriate laws as prevalent in Guyana and no other nation. The **User** and the **Bank** agree to submit to the exclusive jurisdiction of the Courts located in Guyana, as regards any claims or matter arising under these terms and conditions.

Any dispute or difference arising between the User and the Bank shall be settled by mutual consultation/ discussion failing which; the same shall be referred to Arbitration. The Arbitration proceedings shall be governed and conducted in accordance with the Laws in Guyana and that the Arbitration proceedings shall take place in Georgetown.

The Bank accepts no liability whatsoever, direct or indirect, for non-compliance or breach of the laws of any country other than the Cooperative Republic of Guyana. The mere fact that the **e-banking** Service can be accessed through Internet by a **User** in a country other than Guyana shall not be interpreted to imply that the laws of the said country shall govern these terms and conditions and/ or the operations in the **e-banking** accounts of the **User** and/ or the use of **e-banking**. The user of the **e-banking** facility by a person from any place other than Guyana will not alter the situation and the said user shall be deemed to have submitted himself to the laws of the Cooperative Republic of Guyana and only the Guyanese courts shall have the jurisdiction.

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 banks e-banking facility, it shall be resolved by courts in Guyana provided that the bank may as it deems appropriate and as its sole discretion, bring proceedings in any other jurisdiction, inside or outside Guyana.

27 General:

The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause. The User shall not assign this agreement to anybody else.

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