



4. Authorization Matrix (\*All fields are mandatory)

*Name of the user	*Customer ID	*Login ID	*Request (New User/Modification)	*Account Number	*User Profile (Viewer/Enterer/Approver)	*E-mail id	*Mobile Number	*Per Transaction Limit	*Authorization Matrix Category	*Authorization Workflow	*Two Factor Authentication (SMS/Hard Token)	*Digital Services
Mode of Authorization: <input type="checkbox"/> Singly <input type="checkbox"/> Jointly If jointly, Authorization: <input type="checkbox"/> Parallel <input type="checkbox"/> Sequential Priority rules for Sequential Authorization: _____ * All fields are mandatory * Role - V = Viewer   E = Enterer   A = Approver * Limits captured will be applicable at corporate user level * Mobile no. & Email ID needs to be unique for every user * In case of multiple users please provide details as an annexure on companies letter head												

SEAL & SIGNATURE OF AUTHORISED SIGNATORY (as per board resolution)

Name: \_\_\_\_\_  
 Place: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Place: \_\_\_\_\_ Date: \_\_\_\_\_

Seal & Signature

Seal & Signature

### 5. Services Charges (Mandatory for Bulk Upload & Host Payments)

Payments modes	Charge
Bulk Payment Internal Fund Transfer (Fund Transfer between Axis to Axis Accounts)	
Bulk Payment RTGS (Real-time Gross Settlement)	
Bulk Payment NEFT (National Electronic Funds Transfer)	
IMPS (Immediate Payment Services)	Amount <= INR 1000
	Amount > INR 1000 AND INR <= 25000
	Amount > INR 25000
Demand Draft Printing (Cancellation on & Stop Payments charges will be Rs. 100/- plus applicable taxes for every instrument)	
Cheque Printing (Cancellation on & Stop Payments charges will be Rs. 100/- plus applicable taxes for every instrument)	
Cash Delivery Services	
One Time Set-up Charges*	
*Default account no. ( _____ ) to be debited for recovering one- me set-up charges. (applicable only incase mul ple accounts are linked under the arrangement)	
Monthly Fixed CMS Payments Services	

### 6. Declaration by Authorized Signatory

I / We accept that I / We are empowered by the Board Resolution (or equivalent) dated \_\_\_\_\_ to authorize users to operate accounts mentioned in the application form.

I / We confirm that the details mentioned in the application form are correct and the email ID provided is official.

I / We are aware of the fact that the facility of Corporate Internet Banking is granted solely at our request and that the Bank shall in no way be responsible for any kind of hacking and / or phishing attacks and / or cyber related crime, which may take place or happen in the account during the pendency of the facility and which may result in a loss due to the transfer of the funds from my / our account to the third party's account. I / We are also aware of the fact that while Bank has taken all necessary available precautions the chances of such attacks by third parties cannot be ruled out in any view of the matter the Bank shall stand indemnified from any such claims from our side.

I / We have read and agree to abide by the terms and conditions governing Corporate Internet Banking and understand that any changes to the terms and conditions will be available on the website www.axisbank.com only.

I / We hereby request Axis Bank Limited ("Bank") to activate Netsecure offered by the Bank to carry out transactions using Corporate Internet Banking in my/our account stated above to the stated Mobile Number of Authorized official. I/we give my/our consent to receive such information on the said Mobile numbers of the authorized user. I/We agree to provide any further information required and demanded by the Bank, from time-to-time, for providing this Netsecure facility.

I / We shall advise the Bank immediately in case of any change in the above details including the addition and deletion of user and the information given in the Application form. I/We accept & are aware that the CIB users will have option to generate/reset their password online I/we understand and agree that the Bank charges one-time cost for issuance or replacement of one touch device.

**SEAL & SIGNATURE OF AUTHORISED SIGNATORY (as per board resolution)**

Name: \_\_\_\_\_

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Seal & Signature

Seal & Signature

**7. For Office Use Only**

**CIB access to be provided for (Select only one)**

Current Account  Trust Account  Vostro Account  Over Draft Account  Cash Credit Account   
 Salary (Without Current Account)  Other

**Certification of Verifying Authority**

I hereby confirm that the mode of operation of the account(s) and signature(s) of the client are verified and limits assigned to each user for transacting through Corporate Internet Banking are in conformity with the Board Resolution for operating the account(s).

Date         Sol ID     Branch Name: \_\_\_\_\_  
 Name: \_\_\_\_\_ Name: \_\_\_\_\_  
 SS Number: \_\_\_\_\_ SS Number: \_\_\_\_\_  
 Designation: \_\_\_\_\_ Designation: \_\_\_\_\_  
 Role ID: \_\_\_\_\_ Role ID: \_\_\_\_\_

Corporate Limits Parked at (BR. Name & Sol) (In case of limits parked at multiple branches please provide the Br. Wise / Product wise details for transaction execution)	Details of RM	Details of Branch TxB Services
	Emp. Name	Emp. Name
<b>Linked Cat B Br. (Branch Name &amp; Sol)</b> (Corporate to submit / collect transactions does from this br.)	Emp. Number	Emp. Number
	Email ID	Email ID

a) Details of Limits to be used (Specify Product Wise): \_\_\_\_\_

b) Details of applicable charges as per sanction (Specify Product wise): \_\_\_\_\_

Signature of Verifying Authority (Account Manager at CBB/MCM/CCOH): \_\_\_\_\_

Email ID: \_\_\_\_\_ Branch: \_\_\_\_\_

**8. Documentation Checklist**

Digital Services	Documents
Single Payments	Application Form, Board Resolution, Authorization Matrix, Terms and Conditions and KYC of Users
Bulk Upload	Application Form, Board Resolution, Authorization Matrix, Service Charges, Terms and Conditions and KYC of Users
Host to Host Payments	Application Form, Board Resolution, Authorization Matrix, Service Charges, Terms and Conditions and KYC of Users
Trade	Application Form, Board Resolution, Authorization Matrix, Terms and Conditions and KYC of Users
Forex	Application Form, Declaration (Annexure 1), Board Resolution (Annexure II), Terms and Conditions (Annexure III) and KYC of Users
Supply Chain	Application Form, Board Resolution, Service Agreement (Annexure I), Letter of Authorized signatory (Annexure II), Indemnity Deed from Dealer Distributor/Channel Partner (Annexure III) and KYC of Users

**9. Guidelines to fill the Form**

**This form can be used for following requests:**

- 1.New CORP ID/LOGIN ID creation
- 2.Existing CIB user rights modification. viz. Limit, Profile, Account Linking etc.
- 3.Mobile No./Email ID registration/Modification (NETSECURE)
- 4.Linking /De-Linking of Accounts/Commercial Cards
- 5.All \* marked fields are mandatory
- 6.For modification request, fill only relevant fields that need to be modified. (For e.g. to increase a User Limit, fill only CORP ID, Login ID and limit).

**SEAL & SIGNATURE OF AUTHORISED SIGNATORY (as per board resolution)**

Name: \_\_\_\_\_

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Seal & Signature

Seal & Signature

**1. Definitions:**

- 1.1. "Account/s" refers to the account/s of the Customer, with AXIS Bank, mutually designated for CIB Services from time to time and means all existing, new and future accounts of the customer with AXIS Bank.
- 1.2. Customer" shall mean the person / entity availing of the CIB Services under these Terms and Conditions.
- 1.3. "CIB" or "Internet Banking Services" or "Corporate Internet Banking" or "Services" wherever used in these Terms and Conditions shall mean services offered by AXIS Bank to its Customers under these Terms and Conditions including fund transfer / payment services (NEFT/RTGS Facility), cheque/ demand draft/ pay order facility, Trade & Foreign Exchange Services, and any other services being made available from time to time, and shall also include all modifications of such services as AXIS Bank may make from time to time.
- 1.4. "Instructions(s)" shall mean and include all communications made or instructions given by the Customer to AXIS Bank by following the Security Procedure for carrying out activities covered under the Services, including any payment instructions for making a remittance or transfer of funds.
- 1.5. "RBI" shall mean The Reserve Bank of India.
- 1.6. "Regulations" or "Guidelines" shall mean all rules, regulations and/ or guidelines issued by the RBI or any other governmental or statutory authority from time to time in relation to the Services
- 1.7. "Security Procedure" means such procedure prescribed by AXIS Bank, from time to time, for the purpose of verifying that an Instruction or a communication amending or cancelling an Instruction is that of the Customer or for detecting error in the transmission for the content of the Instruction.
- 1.8. "Terms and Conditions" shall mean these Terms and Conditions as modified and supplemented, as set out herein.
- 1.9. "Users" shall mean the representatives of the Customer who have the rights to access the Accounts of the Customer through the CIB and shall include both Users with viewing rights and Users having inputting, uploading, and verification, confirmation and/or authorization rights. Where such authorization rights are given by the Customer on a joint basis, then this term shall mean such joint Users with authorization rights, as the context or meaning may require.
- 1.10. "Website/Site" shall mean the web-site <www.axisbank.com> or such other web-site as may be notified by AXIS Bank from time to time.

**2. Applicability of Terms**

- 2.1. The use of CIB Services is governed by these Terms and Conditions. These Terms and Conditions are in addition to and not in derogation of any other Terms and Conditions applicable to the Customer as prescribed by AXIS Bank.

**3. Services:**

- 3.1. Subject to these Terms and Conditions, applicable laws, and other Terms and Conditions as may be specified on AXIS Bank's Website, AXIS Bank shall provide the Services to the Customer. AXIS Bank shall be entitled to modify, upgrade and/or suspend the Services, or the mode manner and extent of the Services from time to time, and shall endeavor to inform the Customer of such change in Services. AXIS Bank reserves the right to suspend all or any of the Services provided to the Customer without being required to provide any prior notice and without assigning any reason therefore.
- 3.2. For availing of, or ceasing to avail of the Services, or any part thereof, the Customer shall make a separate application to AXIS Bank in the prescribed format and the Customer shall be governed by the such additional Terms and Conditions as prescribed by AXIS Bank for this purpose, as well as subject to the applicable laws.
- 3.3. AXIS Bank may, at the request of the Customer, extend the Services to any other existing/ new Accounts, and these Terms and Conditions shall automatically apply to such further use of the Services by the Customer.
- 3.4. The Company hereby authorizes the Bank to extend the Services of Bulk Payment and TF Connect as a default to existing Customers basis the authorization matrix provided for Single Payment. The Terms and Conditions as applicable shall apply to such further use of the Services by the Customer.

**4. Amendment to Terms and Conditions:**

- 4.1. Notwithstanding anything contained elsewhere in these Terms and Conditions, where AXIS Bank decides to upgrade or modify the Services or provide new services to the Customers, such upgrades, modifications and new services shall be subject to such Terms and Conditions as may be stipulated by AXIS Bank, and AXIS Bank shall amend or supplement any of these Terms and Conditions, at any time, if such amendment is required, which amendment shall be binding on the Customer. AXIS Bank shall endeavor to inform the Customer of such changes.

**5. Security Procedure:**

- 5.1. The Customer shall, at its own risk and consequences, access the Services by following the Security Procedure prescribed by AXIS Bank from time to time, including user-ID and password(s) or any other credit facilities available in the Account of the Customer; provided that AXIS Bank may at its sole discretion be entitled to carry out any Instructions notwithstanding such inadequacy of funds without seeking the prior approval from or notice to the Customer, and, without prejudice to any other rights of AXIS Bank including the right of set-off and lien, the Customer shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related costs and charges. Suitable means of authentication as decided by AXIS Bank. In addition, AXIS Bank may advise the Customer to adopt such other Security Procedure and means of authentication as AXIS Bank may require, and the Customer agrees to abide by such security procedure.
- 5.2. The Customer and the Users authorized by the Customer shall keep all passwords, including the password used to encrypt the private key, confidential and well protected and should not reveal the same to any unauthorized person, including to any employees and representatives of AXIS Bank. AXIS Bank shall in no way be held responsible, if the Customer incurs any loss as a result of the password being disclosed by the Customer or User to any third parties.
- 5.3. The Customer shall ensure that each User who avails of digital signatures for the purpose of using the Services shall generate the private key and the public key by following the instructions prescribed by AXIS Bank, and the Customer shall be bound by the private key and the public key so downloaded/generated by the Users. The Customer shall be responsible for the safe custody of the private key and the Customer would be responsible for, and bound by, any and all instructions given and/or transactions carried out by the members of its organization by using the private key and the public key. AXIS Bank shall be entitled to presume as genuine all Instructions given by using the Security Procedure.'
- 5.4. AXIS Bank shall endeavor to adopt appropriate security measures as available in the industry from time to time. However, the Customer acknowledges that the technology used including the Internet, as well as the use of public/ shared facilities is susceptible to a number of risks, such as misuse, hacking, virus, malicious, destructive or corrupting code, programme or macro which could affect the Services. AXIS Bank will not be responsible for any loss, delays or failures in the processing of instructions on account of such risks.

**6. Instructions:**

- 6.1. All Instructions received from the Customer by AXIS Bank shall only be processed during banking hours on working days. An Instruction will only be accepted by AXIS Bank if it has been transmitted to AXIS Bank in the manner mentioned in these Terms and Conditions, by using the Security Procedure prescribed hereunder. AXIS Bank may, in its absolute discretion but without being under any obligation, make further checks as to the authenticity of an Instruction@.
- 6.2. The Customer is solely responsible for the accuracy and authenticity of the Instructions provided to AXIS Bank and will be bound by any and all Instructions given and/ or transactions carried out by any User authorized by it. AXIS Bank shall be entitled to rely upon all Instructions given by the Customer and act on such Instructions. The Customer acknowledges and agrees that in the event of any inaccuracy in any information and/ or Instruction, there could be consequent erroneous transfers. All such Instructions shall be final and binding on the Customer. In the event of any dispute on the actual Instructions given to AXIS Bank, the records of AXIS Bank would be final and binding on the Customer.
- 6.3. An Instruction shall remain effective till such time the same is countermanded by further instructions by the Customer or effectuated by AXIS Bank. If the Customer notices an error in the information supplied to AXIS Bank in any communication, it shall immediately notify AXIS Bank, and AXIS Bank will endeavor to rectify the error wherever possible on a "reasonable efforts" basis. In the event of Customer's account receiving an incorrect credit by reason of a mistake committed by any other person, the Customer authorizes AXIS Bank to reverse the incorrect credit at any time whatsoever. The Customer shall be liable and continue to remain liable to AXIS Bank for any unfair or unjust gain obtained as a result of the same.
- 6.4. If AXIS Bank is of the opinion that (i) an Instruction received by it may not have been properly authorized by the Customer; or (ii) is conflicting, inconsistent, unclear, incomplete, deficient, contrary to any law or policy, or (iii) AXIS Bank has reason to believe that the Instruction is issued to carry out an unlawful transaction; or (iv) the Instruction is attached with notice of any special circumstances, AXIS Bank may, (without being bound to do so) seek clarification from the Customer before acting on any such Instruction or act or refuse to act upon any such Instruction in the manner as it deems fit. AXIS Bank will not be responsible or liable for any loss to the Customer or any third party that results from the carrying out or refusal to carry out any Instructions or from any delay in effecting any Instructions in the above circumstances.

SEAL & SIGNATURE OF AUTHORISED SIGNATORY (as per board resolution)

Name: \_\_\_\_\_

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Seal & Signature

Seal & Signature

- 6.5. AXIS Bank shall not be responsible for any delay in carrying on the Instructions due to any reason whatsoever, including due to any circumstances beyond its reasonable control or any requirement of law or on account of any shortcoming by any third party, howsoever caused.
- 6.6. If any Instruction cannot be given effect unless it is affected by requisite documentation, AXIS Bank shall not be required to act on such Instruction until it receives such documentation.
- 6.7. AXIS Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds and/or
- 6.8. In case of any instruction relating to any foreign currency transaction made by the Customer, the exchange rates quoted by AXIS Bank, if any (whether through its Website or otherwise), shall only be provisional and shall be subject to future variations in the exchange rate. The rate at which the transaction is given effect to would be the effective rate for all intents and purposes.
- 6.9. Any Instructions given by the Customer should not contravene the provisions of the applicable law including, without limitation, the Regulations, various regulations framed under Foreign Exchange Management Act, 1999, and other rules and regulations laid down by Reserve Bank of India including
- 7. Authority to AXIS Bank for Internet Banking Services:**
- 7.1. The Customer irrevocably and unconditionally authorizes AXIS Bank to access all its Accounts) registered for the Services, for effecting banking or other transactions performed by the Customer through the Internet Banking Services by giving Instructions.
- 8. Transaction Limits:**
- 8.1. AXIS Bank may, from time to time, specify maximum and minimum transaction limits for its various services. The Customer shall be bound to comply with such limits imposed by AXIS Bank.
- 9. Changes in Information:**
- 9.1. Any changes in the information provided by the Customer shall be communicated by the Customer to AXIS Bank in the manner stipulated by AXIS Bank, along with accompanying corporate resolutions. The Customer shall be entitled, to modify its list of Users from time to time, by giving a letter to this effect to AXIS Bank, along with accompanying corporate resolutions. Any such change shall be effective only after the Customer has been intimated of the implementation of the changes by AXIS Bank, and till such time AXIS Bank shall continue to accept and carry out Instructions received from any of the representatives of the Customer whose names are mentioned in the list of Users then available with AXIS Bank.
- 10. Confidentiality & Disclosure:**
- 10.1. The Customer hereby authorizes the use of confidential information of the Customer by AXIS Bank and the transfer by AXIS Bank of any information relating to the Customer to and between the branches, subsidiaries, representative offices, affiliates, auditors and agents of AXIS Bank, wherever situated, for confidential use in connection with the provision of the Services to the Customer, and further acknowledges that any such branch, subsidiary, representative office, affiliate or agent shall be entitled to transfer any such information as required by any law, court, regulatory or legal process.
- 11. Disclaimer of Warranties:**
- 11.1. Except as warranted herein and in the Terms and Conditions, AXIS Bank makes no other express or implied warranty with respect to the Services provided hereunder, and hereby expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of uninterrupted, error-free, timely or secure performance of the CIB systems/ Services, title, satisfactory quality, merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Internet Banking or any transmission of information from AXIS Bank to the Customer being virus free.
- 12. Indemnity:**
- 12.1. The Customer agrees that the Customer shall indemnify and hold AXIS Bank, its officers, director, agents and employees harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which AXIS Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing any of the Services or due to any negligence/mistake/misconduct on the part of the Customer or breach or non-compliance by the Customer of any of the Terms and Conditions stipulated herein relating to any of the Services or by reason of AXIS Bank in good faith taking or refusing to take action on any instruction given by the Customer
- 13. Internet Banking Records and Transaction Terms:**
- 13.1. AXIS Bank shall issue to the Customer a statement of Accounts through online / offline mode for verification at the Customer's end. The Customer shall within a period of 7 (seven) days from date of transaction report to AXIS Bank any discrepancy in the execution of an Instruction. The Customer agrees that it shall not be entitled to dispute the correctness of the execution of an Instruction or the amount debited to its Account if it fails to report the discrepancy within the aforesaid period.
- 13.2. All the records of AXIS Bank generated by the transactions arising out of the Instructions, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the Instructions received by AXIS Bank and the consequent transaction.
- 13.3. The Customer agrees not to object to the admission of AXIS Bank's records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer.
- 13.4. AXIS Bank is permitted to utilize all information received by it from the Customer as evidence against the Customer before any competent Court of law or Judicial or Quasi- Judicial Authority or Tribunal or any other statutory or government authority.
- 13.5. All original documents along with applicable stamping (wherever applicable), shall be submitted to the respective B Category branch by the client within two working days from the date of initiation of transaction in the Trade portal services.
- 14. Termination:**
- 14.1. Subject to this Clause, AXIS Bank reserves the right to discontinue all or any of the Services at any point of time with 30 days prior notice, save and except in circumstances where AXIS Bank has discontinued all or any of the Services as a consequence of the Customer committing any breach of the Terms and Conditions or if it learns of the death, bankruptcy or lack of legal capacity of the user.
- 14.2. Closure of Accounts of the Customer will terminate the Service.
- 14.3. The Customer is entitled to cancel the Services provided herein by giving a 30 days prior notice to the other party in this regard.
- 14.4. AXIS Bank shall not be liable for any damages, claims of any nature whatsoever by reason of such termination or discontinuation of the Services.
- 15. Force Majeure:**
- 15.1. AXIS Bank shall not be liable for any failure to perform any of its obligations under these Terms and Conditions if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). "Force Majeure Event" means any event due to any cause beyond the control of the AXIS Bank, including without limitation, network failure, faults in computer systems, storage devices natural calamities, legal restraints or any other reason.
- 16. Charges:**
- 16.1. The Customer hereby agrees to bear the all charges applicable to the Services as may be stipulated by the AXIS Bank from time to time, or rates/charges mutually agreed from time to time for availing of the Services and intimated to the Customer through the Website or through any other medium, as AXIS Bank may deem fit. AXIS Bank is authorized to debit such charges to the Customer's Accounts.
- 17. Non- Transferability and Non-Assignability:**
- 17.1. The grant of the Services to a Customer is not transferable under any circumstance and shall be used only by the Customer. The Customer shall not assign its rights and/ or obligations in relation to the Services or any part thereof to any other person. AXIS Bank may subcontract and employ agents to carry out any of its obligations in relation to the Services.
- 18. Governing Law and Jurisdiction:**
- 18.1. The construction, validity and performance of the Services and these Terms and Conditions shall be governed in all respects by the laws of India. The parties hereby submit to the non- exclusive Jurisdiction of the Courts at Mumbai/ \_\_\_\_\_
- The customer shall demonstrate his knowledge and acceptance of the aforesaid Terms and Conditions by logging onto or otherwise accessing or using AXIS Bank's Corporate Internet Banking services. If the customer does not agree with any of the terms or conditions as aforesaid, the customer should not use or attempt to use AXIS Bank's corporate internet banking services in any other manner whatsoever including by logging onto the Website.

SEAL & SIGNATURE OF AUTHORISED SIGNATORY (as per board resolution)

Name: \_\_\_\_\_

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Seal & Signature

Seal & Signature

**11. Terms and Conditions – Bulk Payments (Uploading Bulk Payment files)**

1. The Payment Platform Module is a web based Payment service offered by the Bank wherein the Corporate Clients of the Bank can request the Bank to remit funds from the Corporate Client's account with the Bank to certain beneficiaries as may be stipulated by the said Corporate Client based on the data furnished to the Bank by the Corporate Client.
2. The Company is desirous of availing the service of Payment Platform Module for single upload facility across various products of Axis Bank upon the terms and conditions as may be stipulated by the Bank and has approached the Bank for the same. The Bank has agreed to provide such services i.e. Direct Credit, IMPS, NEFT, RTGS, ECS, Cheque Printing, Demand Draft Printing, Cash Delivery and Corr DD under the Payment Platform Module as per the requirements of the customers.
3. The Company shall open bank account(s) with the Bank for availing the services contemplated under this Agreement and for routing the payment. The Company shall arrange to fund the accounts and in the event it fails to do so the Bank shall not process the files or make any payments.
4. The Payment Platform software shall enable the Bank to arrange processing of Direct Credit, IMPS, NEFT, RTGS, ECS, Cheque Printing, Demand Draft Printing and Corr DD, Cash Delivery files and other services offered through the software after that the company shall upload the files through internet.
5. The detailed Process Flow for upload process which shall be followed by the Company is enumerated below. No deviation from the said process shall be permitted.
6. The Company hereby authorizes the Bank to print the cheques and/or execute RTGS/NEFT/Direct Credit transactions on its behalf solely based on the details uploaded by the Company in accordance with the Process Flow. The Company undertakes that it shall not hold the Bank responsible for any technical failure relating to the Internet or any other information technology system provided that such failure is not owing to the gross and willful negligence of the Bank.
7. With respect to the requests of the Company for Cheque Printing, the Company undertakes and agrees that the Bank shall honor only those instruments, which have been printed by the Bank under the said specific account. It is agreed by and between the Parties that the Bank shall honor the instruments based on facsimile signatures received from the Company provided that the company has provided a specimen of the same to the Bank and the same is in terms of the board resolution furnished to the Bank by the Company. The honoring of the instruments based on facsimile signatures shall be done by the Bank solely at the risk and responsibility of the Company. The Company further agrees that all cheques presented at the branches outside the arrangement contemplated under this Agreement shall be returned unpaid and the Bank shall in no way be responsible or liable for such instruments returned.
8. The Company undertakes that the data shall be uploaded by an authorized person and the Company shall furnish a copy of the Board Resolution evidencing this authorization to the Bank. The signatures of the authorizers will also be updated in the accounts opened with the bank.
9. The Company hereby agrees and confirms that the duty of the Bank shall be limited to making payment from the Company's bank account number as mentioned on the form with the Bank, subject to availability of clear funds in the Company's account to the designated account of the beneficiary, as stipulated by the Company. In case of insufficient funds, the transactions will not be processed by the Bank.
10. No implied duties or obligations shall be read or deemed to be read into these terms and conditions against the Bank. Apart from duty to remit funds as aforesaid, the provisions of any agreement, arrangement or understanding executed between the Company and/or the beneficiary shall not bind the Bank.
11. The Company hereby expressly agrees that the Bank shall not have or incur any financial liability or obligation of any nature whatsoever to any person or entity, by reason of its executing this document and accepting the mandate of remitting the funds. This document shall not be construed as a guarantee or a sanction of credit facility on the part of the Bank to remit the funds and it shall be the sole liability and responsibility of the Company to arrange for clear funds into the Company's Bank account before issuing the funds transfer instructions to the Bank.
12. The Company agrees, confirms and acknowledges that there is an inherent risk involved in such uploading of the data particularly in respect of an unauthorized person using the login ID and password. The Company undertakes to have all necessary security systems in place and to take all safety precautions in order to safeguard the login ID and password.
13. The Bank shall accept and/or act upon any request made by the Company on Payment Platform Module, requesting remittance of funds from the Company's account with the Bank to the account of the beneficiary or remit the funds as per the mode requested by the Company.
14. The Bank shall have the right to act upon the aforesaid requests on the Payment Platform Module without going into the authenticity and/or validity and/or authorization of the requests which are received by the Bank on the aforesaid site and such requests shall be deemed to be authentic, valid and duly authorized by the Company. The Company hereby agrees that the Company shall be irrevocably and unconditionally bound by such above mentioned requests given to the Bank by the Company through the Payment Platform Module and the Company shall not be entitled to dispute the authenticity, validity or authorization of any such requests appearing to have been sent to the aforesaid site by the Company.
15. The Company undertakes that the web facility provided to it shall be utilized for the specific purpose as determined by the Bank.
16. The Company agrees to indemnify and keep indemnified the Bank against all losses, damages, claims etc. that may arise owing to the printing of cheques under this agreement and the return of instruments due to any reason whatsoever.
17. The Company is aware and agrees that the Bank shall be processing the files based on the data uploaded by the Company through the Internet and the responsibility and risks for the same shall be solely borne by the Company.
18. The Company agrees not to utilize the said specific account for any purpose other than to avail the services contemplated under this Agreement.
19. The company shall receive the details of the transactions executed and it shall be the obligation of the Company to cross check the list with the uploaded data.
20. If online password generation and reset facility is availed (only for customers availing PayPro), it is understood that the bank will register these information given to send the passwords. Any change in the mobile no or email id of any user will be intimated to the bank in letter head, signed by authorized signatory as and when such change occurs. The company will keep the bank indemnified for actions of the bank in the case of late information or no information to the bank to change the registered information.

**Process Flow for File uploads at Customer end.**

1. Data will be uploaded by the client directly on the Payment Platform module in a predefined mutually agreed format. There may be more than one product assigned to each Corporate. The client can upload the data pertaining to different products through a single file, if they so desire.
2. Corporates can upload data from anywhere through the Internet by logging on to the web interface of the Payment Platform for data uploading. The corporate will be provided with the login id and password for accessing the Payment Platform.
3. Axis Bank admin will have the rights to define the corporate users and perform the master related activities. As per the requirement, the same rights can be provided to Corporates' for performing the same activities independently provided necessary authority has been sought and required documents have been submitted to Bank.
4. There will be a maker checker concept for data upload and authorization for ensuring accuracy of the data.
5. The corporate can authorize / reject the file/s as per prescribed authorization matrix. Authorization is done to check whether the logged-in user has the rights to upload the selected file.
6. Basic validations will be performed. Following points will be checked:
  - a) Same file name should not be allowed to be uploaded more than once.
  - b) Same transaction should not be allowed to be uploaded more than once provided unique number for each transaction is provided by the client.
  - c) Check for the uniqueness of the record number specified for each record in the data file.
  - d) Validation of corporate ID & corporate format and also the product ID.
  - e) Check the compulsory fields required for making payment are present in the uploaded file.
  - f) Check the field type and field length, specified in the central database format, against the same for the Single fields in the data file.
  - g) Date Validation: The transaction date provided in the file should be present date. System will not process Post/Back dated transactions unless the feature has been opted.
7. In case of rejection of any file due to various reasons, the system will display the reasons of rejection on the front end which may be rectified by the client and the revised data may be uploaded again.
8. The uploaded corporate data will contain the corporate account number. If the account number is not present in the uploaded corporate data then the default value will be used which will be picked up from the corporate master table.
9. The authorized files will be processed by the Bank i.e. transactions pertaining to Direct Credit will be executed seamlessly based upon the Beneficiary Account Number specified in the payment file and the RTGS/NEFT/IMPS/Cash Delivery transactions will be executed seamlessly, if authorized by the Corporate reasonably before cutoff time for the said payment modes.
10. As per the arrangement, the data pertaining to Customer Cheques/Demand Draft/Corr DD shall either be printed by remote branches of Bank or Corporates. In the event of any malfunctioning and/or break-down in the working of the said network for the reasons beyond the control of the bank, the benefits and the facilities hereby granted to me/us will stand suspended during such break-down in which case the bank will not be any manner be liable and/or responsible to me/us for any damages / compensation and/or for any other consequences arising out of such suspension.

**SEAL & SIGNATURE OF AUTHORISED SIGNATORY (as per board resolution)**

Name: \_\_\_\_\_

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Seal & Signature

Seal & Signature