

## **SBM Bank India Ltd**

Terms and Conditions



## Synopsis of Terms and Conditions

Access to this website and the use of information contained therein are governed by the terms and conditions set out below. These terms and conditions are important and are for the protection of both you and the SBM. Please take the time to read these terms and conditions carefully. By proceeding further as indicated you will be deemed to have accepted them. Please note that references to "we" or "SBM" means SBM Bank (India) Ltd.

- 1. This Website is established in India in accordance with and subject to the local laws of India. When you use the Website, you accept that your use of the Website and any information on the Website (including these terms and conditions), will also be governed by the laws of India and if any claim or dispute arises from your use of the Website and any of the information on it, you agree that the Courts of Justice in India will have exclusive jurisdiction over all such claims or disputes.
- 2. The distribution of information on the Website may be restricted by local law or regulation. The information is not intended for distribution to, or use by, any person or entity in any such jurisdiction and persons accessing these pages should inform themselves about and observe any such restrictions. If you are in any doubt as to whether this Website can be lawfully used by you please do not proceed further.
- 3. The information and materials contained in or accessed through this Website are provided on an "as is" and "as available" basis and are of a general nature which has not been verified, considered or assessed by SBM in relation to the making of any specific investment, business, financial or commercial decision. Such information and materials are provided for general information only and are not an invitation or offer to buy or sell any other products or services, or otherwise deal in any of these, or enter into a contract with SBM or any third party. You should seek professional advice at all times and obtain independent verification of the information and materials contained herein before making any decision based on any such information or materials.
- 4. While we have made all reasonable efforts to ensure that the information on the Website is accurate at the time of inclusion we do not make any warranties, undertakings or representations as to the completeness, accuracy or reliability, availability, performance or functionality of this Website or any of its contents. We neither accept nor assume any responsibility to you in relation to the contents of this Website and we exclude all warranties, undertakings and representations (either express or implied) to the fullest extent permitted under applicable law.

Confidential Document Page 2



Page 3

- 5. The information in this Website may be updated or altered at any time without notification and may at times be out of date. All of the contents of this Website, including these terms and conditions, are subject to change by SBM without notice. We accept no responsibility for keeping the information in this Website up to date or liability for any failure to do so. SBM may change the technical specifications of this Website or any portion thereof or suspend the availability or change the system resource applicable to your use of this Website or any portion thereof.
- 6. Access to and use of this Website is at the user's own risk and we do not represent or warrant that the use of this Website or any material downloaded from it will not cause damage to property, including but not limited to loss of data, computer virus infection, spyware, malicious software, Trojans or worms.
- 7. SBM shall not be liable to you or to any person claiming through you for any loss or damages of any nature suffered including but not limited to loss of business revenues or anticipated savings, loss of profits, goodwill or any type of financial, punitive or exemplary, indirect or direct, consequential, special or similar loss or damages howsoever arising whether in contract, tort or otherwise and incurred and arising as a result of use of or inability to use this Website, including without limitation, as a result of:-
- a) any inaccuracy, incompleteness or any delay, interruption, error or omission in the delivery of any contents of this Website;
- b) any decision made or action taken in reliance on any contents of this Website;
- c) the loss of use, data or profits arising out of or in connection with the access, use, performance or functionality of this Website or any of its contents; and/or
- d) internet communications in connection with the use of this Website, any file or program available for download or execution from or via this Website and any content or websites linked from this Website.
- 8. Information transmitted via the internet may be susceptible to third party access and interception. You will bear all risk of transmitting information in this manner. SBM will not be liable for any loss, harm or damage suffered by you as a result of transmitting information to us. We reserve the right to request independent verification of any information transmitted via e-mail. Please be aware that any unsolicited confidential or proprietary information sent to SBM via the Internet cannot be guaranteed to remain confidential.
- 9. You may not use this Website to engage in activities which infringe the intellectual property or other rights of the SBM and/or its licensors or in such a way so to compromise the privacy of others, to impersonate another person or for purposes which are immoral, illegal or destroy the integrity of any data or other computer-based information or which would violate local, state or national laws of any country.

Confidential Document



- 10. Save where otherwise appearing, the intellectual property rights and all other rights relating to the content (including without limitation, information, graphics, software, text, sounds, images, trademarks, service marks, trade names and logos) of this Website belong to the SBM. SBM retain all rights, title, interest and intellectual property rights in the content of this Website. Use of the content of this Website is restricted to personal use by you. You are granted a limited licence solely for your own personal, non-commercial use to download software from this Website and you are not permitted to alter, modify or adapt any software. Any storing, reprocessing, reutilising, reproduction, distribution, dissemination or transmission of all or part of the content of this Website is prohibited except where expressly permitted by
- 11. Messages sent by e-mail over the internet may not be secure and can be intercepted by third parties or incorrectly delivered or corrupted. We are not responsible for the accuracy or reliability of messages sent or received by e-mail over the internet in connection with this Website. You should not divulge personal information over the internet unless you are using a secure or encrypted communications technology.
- 12. For your convenience, SBM may include hyperlinks to websites on the internet that are owned or operated by third parties. Such linked websites are not under the control of the SBM and SBM cannot accept responsibility for the contents of or the consequences of accessing any linked website or any link contained in a linked website. Furthermore, the hyperlinks provided on this Website shall not be considered or construed as an endorsement or verification of such linked websites or the contents therein by SBM. You agree that your access to and/or use of such linked websites is entirely at your own risk and subject to the terms and conditions of access and/or use contained therein.
- 13. No third party is permitted to link any other website to this Website without obtaining our prior written consent.
- 14. Copyright in the Website and the information set out on it belongs to SBM and may not be copied, transmitted or reproduced without SBM's prior consent.

Confidential Document Page 4