

# **Corporate eBanking Application Form**

We M/s					"Client") wish to apply	
eBanking Service beir	ng offered by J&K Bank Limited o	n the website locate			"Client") wish to apply	for the Corporate
Corporate Login ID: _						
User Details: (Please fill	the form in BLOCK LETTERS)					
User Name	<b>Communication Address</b>	Mobile/Tel. No	Email	Access Options. (A/B/C/D/E/F/ G/H/ I /J/K/L) <sup>®</sup>	Account Number(s)	Signature

Application Form No: C

#### @ Select appropriate option(s).

A: View - Accounts; B: View - Limit; C: View - Cash Management Services; D: View - Trade (e.g. L/C, BG, Bills, Forward Contract details); E\*: Transfers - Own Accounts; F\*+: Transfers - External to Own Account (e.g. Dealer collection); G\*#: Transfers - Own to External Account (e.g. Vendor payment); H\*: Transfers - Bulk Upload; I\*: Utility Bills Payment; J\*: Transfer - Non Standard Bills (e.g. Third party payments); K\*: Transfer - RBI-EFT system (e.g. Fund transfer to non-J&K Bank account holders located in RBI clearing centres); L\*: Request for DD/PO, Cheque Book, Stop Payment, Opening of Fixed Deposit and Letter of Credit

- + Power of Attorney as per Bank's format for debiting an external account
- # Mandate letter as per Bank's format needed for crediting an external account

<sup>\* -</sup> Board Resolution required to be submitted giving mode of operation and limits if corporate requests for E/F/G/H/I/J/K/L. The Corporate also needs to fill in corporate and the user-wise limits as per details given overleaf.

## **User Role Mapping for Funds Transfer Option**

1. Please indicate the various roles that are required and their hierarchies (please note that 1 is the highest and 7 is the lowest hierarchy)

Sr. No.	Role	Hierarchy
i		
ii		
iii		
iv		
V		
vi		
vii		
viii		

Please indicate the roles for each of the defined users as well as their entry limits as per the transaction type.

User id	Roles*	Transaction Type#	it (Rs.)	
USEI IU	Koles	Transaction Type# -	From	То

<sup>\*</sup> Please note that a user can be mapped to more than one role

3. Please indicate the workflow rules for various transactions

Transaction type	From	То	Workflow Rule

e.g. Consider a case in an organisation where there are four users: User W, User X, User Y and User Z. User Y and User Z will enter all transactions, wherein User Y will be allowed to enter for amounts upto 20 lakhs for transaction types F G H and I; and for upto Rs.50 lakhs for transaction type E. User Z will be allowed to enter for amounts upto Rs.1 crores for all transactions. For amounts greater than Rs. 1 crore, User Y and User Z will be enterers.

For self-transfers, there will be no approvals required for upto Rs.20 lakhs and one approval required for upto Rs. 1 crores. For amounts greater than Rs. 1 crore two approvals will be required.

For all other transaction types, two approvers will be required for all amounts.

Example of the tables for the above structure will be as follows:

Sr. No.	Role	Hierarchy
i	Assistant General Manager	
ii	Assistant Manager	
iii	Board of Directors	1
iv	Chief Operating Officer	
V	Chief Financial Officer	
vi	Deputy General Manager	
vii	Executive Committee	
viii	General Manager	2

User ID	Roles*	Transaction Type#	Entry Lim	it (Rs.)
OSELID	Koles	Transaction Type#	From	То
User Y	GM	Е	0	50,00,000
User Y	GM	F, G, H, I	0	20,00,000
User Z	GM	E, F, G, H, I	0	1,00,00,000
User W	BOD	E, F, G, H, I	0	3,00,00,000
User X	BOD	E, F, G, H, I	0	3,00,00,000

Transaction type	From	То	Workflow Rule
Е	0	20,00,000	1 GM
Е	20,00,001	1,00,00,000	1 GM + 1 BOD
E, F, G, H, I	1,00,00,001	3,00,00,000	2 BOD
F, G, H, I	0	1,00,00,000	1 GM + 2 BOD

<sup>#</sup> Please refer Page1 for Transaction types / Access options

# For Office Use only

### NOTE: Accounts are attached to eBanking User-id based on Customer-ID.

Details to be filled by Relation Manager (RM)

All the Customer ID Nos. related to the Corporate Internet Banking Client and specific to the branch are:

Particulars	Branch 1	Branch 2	Branch 3	Branch 4	Branch 5	Branch 6
Branch Name						
Customer ID						
Customer ID						
Customer ID						
Customer ID						
Customer ID						
Customer ID						
Customer ID						
Customer ID						

The Corporate eBanking Client has been enabled in the system (FVTM & CFTM)

The Corporate eBanking Application has been completed in all respects.

The Board resolution of the company for availing Corporate eBanking Fund Transfers services is attached.

The Signatures of the Authorised Signatories has been verified as per our records, and eBanking services are recommended.

Please create Corporate ID and Corporate User Ids.

'n	Carrier and the Call disaster	and a second contract of the second contract	All and the same and a second of the	the second and the second at the second	
	i am aware that all the	e accounts attached to	the above customer io	lare owned by the U	Corporate/Corporate User

<i>वि</i>	
(Signature RM / Branch Head)	
Details to be filled in by the Internet Banking Section.	
SI No	Corporate Id:

Name of User	Login Namo	Password	Password Creation		Enabled
Name of Osei	Login Name	Date	Sign	Date	Sign

Verified By:	Date: /	/	
vermed by.	Date		

### **Terms and Conditions for Corporate Internet Banking**

J&K Bank Limited ("J&K Bank") owns, operates and maintains a website (hereinafter called as "the Website" located at https://www.jkbankonline.com), offering online Banking and Transaction services like Corporate Internet Banking, Debt Online, Derivatives Online and such other similar services that may be offered in future (hereinafter referred to as Online Services). The website acts as a facilitator for transactions between J&K Bank and its Affiliates (collectively referred to as "J&K Bank") and Client and it shall not be deemed to provide automatic order matching facilities. The products and services offered through the Website may include, but not be limited to, online transaction engines, analytical tools such as information, news, trackers, calculators and risk mitigators. The terms and conditions as contained on the Website shall constitute an integral part of these terms and conditions.

#### 1. Definitions

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

Corporate Internet Banking is the trade name of **J&K** Bank's Internet Banking Service. The words Corporate Internet Banking and Internet Banking Service are used interchangeably in this document.

Internet Banking Service or Internet Banking Services or Internet Banking refers to **J&K** Bank's Internet services through which access is provided to account information, products and other services as advised by **J&K** Bank from time to time to **J&K** Bank's customers through the Internet. Such Internet Banking services may be provided by **J&K** Bank directly or through its associates or contracted service providers.

In the case of Client being a Company, the Board of Directors, and in the case of an Client being a corporate body other than a company, the person or persons having substantial power of management and control over such corporate body shall authorise specific person(s) (hereinafter referred to as User and defined in the following paragraph) who will be allowed to have access to Internet Banking and the said authorisation by means of a Board Resolution, Power of Attorney or Mandate, as the case may be, will be registered with **J&K** Bank.

The terms used but not defined hereunder shall have the meanings assigned to them under the terms and conditions as contained on the Website.

Terms refer to terms and conditions for use of Corporate Internet Banking as specified in this document.

#### 2. Applicability of TERMS

These Terms, together with the terms and conditions contained in the Website, form the contract between the Client using the Internet Banking Service and **J&K** Bank. By applying for Corporate Internet Banking and accessing the service the Client acknowledges and accepts these Terms. These terms will be in addition to and not in derogation of the terms and conditions relating to any account of the Client.

#### 3. Corporate Internet Banking Services

**J&K** Bank shall endeavour to provide to the Client through Corporate Internet Banking, services such as enquiry about the balance in the Client's Account(s), type of assistance to the Client, details about transactions, Statement of Account, Request for transfer of funds and such other facilities as **J&K** Bank may decide to provide from time to time. **J&K** Bank may also make additions/ deletions to the services offered through Corporate Internet Banking at its sole discretion. The availability/ non-availability of a particular service shall be advised through email, web page of **J&K** Bank or written communication.

The information provided to the Client through the Internet Banking Service is not updated continuously but at regular intervals. Consequently, any information supplied to the Client through Internet Banking Services will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the Client. **J&K** Bank shall not be liable for any loss that the Client may suffer by relying on or acting on such information.

As part of the Internet Banking Services, **J&K** Bank may provide the Client access to data / information / reports compiled / provided by a third party. **J&K** Bank does not give any representation or warranty as to the accuracy / veracity of such data / information / reports. Further, the Client shall not disseminate, publish or circulate such data / information / report or any part thereof without the prior consent of **J&K** Bank (as the case may be) and the third party.

**J&K** Bank may keep its records of the transactions in any form it wishes. In any dispute, **J&K** Bank's records shall be binding as the conclusive and best evidence of the transactions carried out through Corporate Internet Banking in the absence of clear proof that **J&K** Bank's records are erroneous or incomplete.

Any request for any service, which is offered as a part of Corporate Internet Banking, shall be binding on the Client as and when **J&K** Bank receives such a request.

If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the Client, **J&K** Bank shall not be required to act on the request until it receives such documentation from the Client.

In the case of any request for a service relating to any foreign currency transaction made by the Client, the exchange rates quoted by **J&K** Bank 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.

**J&K** Bank shall take all reasonable care to, ensure the security of and to prevent unauthorised access to the Corporate Internet Banking Service using technology reasonably available to **J&K** Bank.

The Client shall ensure that Corporate Internet Banking or any related service is not used for any purpose which is illegal, or which is not authorised in terms of this agreement or which is improper.

#### 4. Authentication Procedure

The Client acknowledges, represents and warrants that the Client Password which will be issued to it, provides access to Client's account and that Client is the sole and exclusive owner and is the only authorised user of the Client Password and accepts sole responsibility for use, confidentiality and protection of the Client Password, as well as for all orders and information changes entered into Client's account using such Client Password. The Client grants express authority to J&K Bank for carrying out Transactions and instructions authenticated by the Client Password.

J&K Bank would have the right to require the Customers to authorise use, operate or otherwise authorise, the Transactions by means of digital signatures or other means of authentication as J&K Bank may require and/or discontinue the usage of the Client Password.

The Client shall comply with such guidelines, instructions or terms as **J&K** Bank may prescribe from time to time with respect to the Client Password.

#### 5. Instructions, etc. by the Client

Any instruction, order, direction, request entered using Client's password shall be deemed to be an instruction, order, directive, request received from the Client or its duly authorised representative or Client's duly authorised designee's. All instructions, requests, directives, orders, directions, entered by the Client, either electronically or otherwise, are based upon the Client's decisions and are the sole responsibility of the Client. The Client understands that entering an instruction, direction, order, request with J&K Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order, request. J&K Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the Client until it confirms the receipt of such instruction, direction, order, request.

#### 6. Communications through Electronic means

Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website. **J&K** Bank would be deemed to have fulfilled its legal obligation to deliver to the Client any document if such document is sent via electronic means. Failure to advise **J&K** Bank of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.

#### 7. Monitoring and Recording Telephone conversations and email

For the protection of the Parties, and as a tool to correct misunderstandings, the Client understands, agrees and authorises **J&K** Bank, at its discretion, and without further prior notice to the Client, to monitor and record any or all telephone conversations or electronic communications between the Client and **J&K** Bank and any of its employees or agents.

#### 8. Minimum Balance and Charges

The Client shall maintain, at all times, such minimum balance in Account(s), as **J&K** Bank may stipulate from time to time. **J&K** Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation **J&K** Bank may levy service charges for use of Corporate Internet Banking which will be notified by **J&K** Bank to the Client from time to time. Any change in such service charges will also be notified to the Client. The Client authorises **J&K** Bank to recover all charges related to Corporate Internet Banking as determined by **J&K** Bank from time to time by debiting one of the Client's Accounts.

**J&K** Bank may withdraw the Internet Banking Services, if at any time the amount of deposit falls short of the required minimum as aforesaid and / or if the service charges remain unpaid, without giving any further notice to the Client and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

#### 9. Funds Transfer

The Client shall not use or attempt to use Corporate Internet Banking for funds transfer without sufficient funds in the relative Account or without a pre-existing arrangement with **J&K** Bank for the grant of an overdraft.

**J&K** Bank will endeavour to effect such funds transfer transactions received through Corporate Internet Banking provided there are sufficient funds available in the Account. **J&K** Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the reasonable control of **J&K** Bank.

If fund transfer is made available to the Client, it may be used for transfer of funds from Account of the Client to other accounts belonging to third parties maintained at **J&K** Bank and/or at any other Bank which falls under the network of Reserve Bank of India's Electronic Fund Transfer system. Only such User who has been specifically authorised by the Client in this behalf shall operate the fund transfer facility. Such User will be allowed to transfer funds using Corporate Internet Banking in accordance with the mandate / resolution submitted by the Client. However, **J&K** Bank shall be entitled to impose limits on the amount of funds that may be transferred through use of Internet Banking Services. **J&K** Bank will notify such limits to the Client.

#### 10. Authority to J&K Bank

Access to the Banking transactions in the Account(s) are permitted through Corporate Internet Banking by **J&K** Bank only after due authentication of the User by any means including Corporate Internet Banking User-Id and password. The Client grants express authority to **J&K** Bank for implementing the instructions given by the User. **J&K** Bank shall have no obligation to verify the authenticity of any transaction / instruction received or purported to have been received from the User and / or the Client through Corporate Internet Banking or purporting to have been sent by the Client via Corporate Internet Banking other than by means of verification of the Corporate Internet Banking User-Id and the password.

The display or printed output that is produced by the User at the time of operation of Corporate Internet Banking is a record of the operation of the Internet access and shall not be construed as **J&K** Bank's record of the relative transactions. **J&K** Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

#### 11. Accuracy of Information

Client is responsible for the correctness of information supplied to **J&K** Bank through the use of Corporate Internet Banking or through any other means such as electronic mail or written communication. **J&K** Bank accepts no liability for the consequences arising out of erroneous information supplied by the Client or the User. If the Client suspects that there is an error in the information supplied to **J&K** Bank by him, he shall advise **J&K** Bank as soon as possible. **J&K** Bank will endeavour to correct the error wherever possible on a 'best efforts' basis

If the Client notices an error in the account information supplied to him through Corporate Internet Banking or by the use of any of the Internet Banking services, he shall advise **J&K** Bank as soon as possible. **J&K** Bank will endeavour to correct the error promptly.

#### 12. Disclaimer of Warranties

The Client expressly agrees that use of the Website is at its sole risk. The Website is provided on an "as is" and "as available" basis.

Except as warranted in the Terms and Conditions, **J&K** Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in the Services.

**J&K** Bank does not warrant that access to the Website and the Services will be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website or use of the Services or as to the accuracy or reliability of the Services. **J&K** Bank makes no warranty regarding the Transactions entered into through the Website.

**J&K** Bank will not be liable for any virus that may enter the Client's system as a result of the Client using the Services. **J&K** Bank does not guarantee to the Client or any other third party that the Services would be virus free.

#### 13. Indemnity

The Client agrees, at its own expense, to indemnify, defend and hold harmless **J&K** Bank, its directors and employees, representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against **J&K** Bank, its directors and employees, representatives, agents, and Affiliates by a third party, to the extent that such claim, suit, action or other proceeding brought against **J&K** Bank, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with the user of the Service with reference to:

- (i) a violation of the Terms and Conditions contained herein by the Client;
- (ii) any deletions, additions, insertions or alterations to, or any unauthorised use of, the Services by the Client
- (iii) any misrepresentation or breach of representation or warranty made by the Client contained herein; or
- (iv) any breach of any covenant or obligation to be performed by the Client hereunder. The Client agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

The Client hereby agrees that under no circumstances, **J&K** Bank's aggregate liability for claims relating to the Service, whether for breach or in tort including but not limited to negligence shall be limited to the transaction charges/fees or consideration paid by the client within the previous twelve (12) months for the service, excluding any amount paid towards transactions.

#### 14. Bank's Lien

**J&K** 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 Client's Primary Account and/ or; Secondary Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Internet Banking Service extended to and/ or used by the Client.

#### 15. General

The clause headings in these terms and conditions are for only for convenience and do not affect the meaning of the relative clause.

The Client shall not assign these terms and conditions to anybody else. **J&K** Bank may sub-contract and employ agents to carry out any of its obligations under this contract. **J&K** Bank may transfer or assign its rights and obligations under this contract to any company in the **J&K** Bank Group of companies.

These terms and conditions contain **J&K** Bank's entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the Client and **J&K** Bank for Corporate Internet Banking Services. The Client acknowledges that it has not relied on any representation made by **J&K** Bank or any of its employees or agents and has made its own independent assessment of Corporate Internet Banking. No third party will have any rights or claims under these terms and conditions.

### **Signatures of Authorised officials**

Name:	Signature with Authorised Signatory seal:
1	
2	
3	
Date: / /	Place:

### Specimen of Board Resolution for Corporate Internet Banking

(Required to be submitted giving mode of operation and limits if corporate requests for E/F/G/H/I/J/K)

Resolved that the company do avail the 'Corporate Internet Banking' service for the accounts opened / to be opened with J&K Bank at their various Branch(s) and the company do accept such terms, regulations, conditions, stipulations laid down by J&K Bank for the purpose. authorised officials Resolved that the following namely, Shri be and hereby singly/jointly authorised to convey to and Shri J&K Bank Group acceptance on behalf of the Company/Bank of the terms and conditions contained in the application form or on the Website and agree to such changes and modifications in the said terms and conditions as may be suggested by J&K Bank Group, nominate, substitute, revoke and vary mandate etc. from time to time and to execute such deeds, documents and other writings as may be necessary of required for this purpose. Resolved that the aforesaid terms and conditions be and are hereby approved and accepted and the authorised officials be and are hereby severally authorised to accept such modifications therein as may be suggested by J&K Bank Group. Resolved further that the above authorised officials namely, Shri Shri and/or any of the officials nominated singly/ jointly by the and Shri aforesaid authorised officials are also authorised to operate on behalf of the company through 'Corporate Internet Banking' service on the company's accounts including by causing a debit balance in company's account(s) with J&K Bank and/or continually operate the account(s) even when overdrawn, as per the access specifications authorised in the Corporate Internet Banking form. Resolved further that J&K Bank be and are hereby authorised to accept all valid and legal instructions through the 'Corporate Internet Banking' service singly/jointly from any one of the above signatories in respect of Company's account/s. The company does agree to hold J&K Bank harmless and their interest protected on account of it executing such instructions by the above signatories in the manner provided. Resolved further that Chairman of the Board/Secretary of the Company be and is hereby authorised to furnish a copy of the resolution certified as true to **J&K** Bank Group Format of letter of mandate for crediting an external account (On the letter head of External Account holder - For e.g.: XYZ) J&K Bank Ltd., Branch \_\_\_\_ Dear Sir/Madam, Authority in favour of ABC to credit our current account with J&K Bank Please refer to our above mentioned current account with J&K Bank, \_\_\_\_\_\_ branch We have business relationship with M/s ABC Ltd. where under, Ms/ ABC Ltd. have to make regular payments to us from time to time. The said M/s ABC Ltd. also have their current account with your bank. We, hereby request and authorise you to link our current account no. \_ with your \_\_ branch to the current account of the said M/s ABC Ltd. under Corporate Internet Banking facility. We, further request and authorise you to allow the said M/s ABC Ltd. and their authorised representative to credit our above stated current account by any amount/amounts from time to time by using "Corporate Internet Banking facility of J&K Bank. We shall hold J&K Bank harmless and indemnified and its interest protected on account of acting on our above instructions. Thanking you, Yours faithfully, XYZ



# **Checklist (For office use only)**

Confirn	ned that the following fields have been filled		
	Name of client		
	Address of client		
	Name of user(s)		
	Access options		
	Account nos. and Customer-ID		
	User(s) Signature		
	Atleast two directors and/or authorised signatories have signed the form on page - 7.		
	The same should be affixed with, "For - Authorised Signatory" stamp		
	Fund transfer limits and work flows, if applicable		
Confir	med that the following documents have been	enclosed	
	Certified true copy of the Board Resolution signed by two Directors/Chairman/Company Secretary		
	In case of partnership firm/sole proprietorship a letter signed by all the partners/proprietor.		
	Duly stamped and notarized power of attorney, applicable only if the client wants to debit an externa account. (For e.g. dealer collection).		
	Letter of mandate, if an external account for crediting has to be linked to the clients login (For e.g vendor payment). This mandate letter is not needed for payments by a company to its employees for salary/ reimbursements.		
Date: _		(Signature of Relation Manager/Branch Official)	
Please forward the form to:  J&K Bank Limited  Corporate Headquarter  M.A. Road, Srinagar,  J&K 100 001 India		Name of Relation Manager : Address:	