

TELEBANKING APPLICATION FORM

PERSONAL DETAILS

Name *:	
Date of Birth/Incorporation*:	
Email ID:	Telephone Mobile :
Telephone Residence:	Telephone Office:

PRIMARY ACCOUNT DETAILS

Account No.:		Account Type: (SB/CD/CC/OD/RD)	
Customer ID:		Branch:	
Constitution:		Operation Mode (EorS,ForS,AorS)	

OWN ACCOUNT TRANSFER DETAILS

Debit Account No.	Credit Account No.

THIRD PARTY TRANSFER DETAILS

Declaration :

I have read, understood and accepted the terms & conditions governing the use of Telebanking services herein given. I hereby agree to abide by the said terms and conditions as in force from time to time. For the purpose of availing Telebanking services in respect of joint accounts, I am enclosing the mandate from the joint account holders.

Signature of Account Holder (User)

FOR BRANCH USE

Branch Name :	Customer ID :
Mandate obtained : Yes No	
Signature of official with Signing Power No.	

TELEBANKING MANDATE – INDIVIDUALS

(Applicable for accounts of individuals having more than one operator)

Name of the Joint Account holders (other than User):

1	
2	
3	

We authorise (“USER”) to avail of the Telebanking Service in respect of all accounts linked to his/her Customer-ID mentioned in this application form. We undertake to ratify and confirm all and whatever the User does or causes to do through Telebanking Banking Service. This authority shall continue to be in force until any one of us revokes it by a notice in writing delivered to you

Signature of Joint Account holders (other than user) :

1	2	3

TERMS & CONDITIONS

Terms and conditions governing the use of Tele Banking service of the Federal Bank Ltd.

1. **Definitions:** In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise. BANK refers to The Federal Bank Ltd, a banking company incorporated in India under the Companies Act 1956 and having its registered office at “ Federal Towers”, Bank Junction, Aluva 683101, Kerala, India and having branches / offices all over India. The term includes the successors and assigns of The Federal Bank Ltd. ■ TELEBANKING, which provides access to account information, fund transfer and other services as advised by the BANK from time to time to the BANK’s customers. ■ USER refers to a customer of the BANK authorized to use Telebanking for availing any of the above services of the Bank ■ TELEBANKING ACCOUNT refers to the User’s Savings and/or Current Account and/or any other type of account so designated by the Bank to be eligible account (s) for operations through the use of Telebanking. The USER should be either the account holder and sole signatory or authorized to act alone when there is more than one signatory. An account in the name of a minor or an account, in which a minor is a joint account holder, is not eligible to be a Telebanking account ■ PERSONAL INFORMATION refers to the information about the USER obtained in connection with the Telebanking service ■ TERMS refer to Terms and Conditions for use of Telebanking as specified in this document. In this document, all references to the USER being referred in masculine gender will also include the feminine gender.
2. **Applicability of terms:** These TERMS form the contract between the USER and the BANK. By applying for Telebanking and accessing the service the USER 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 customer.
3. **Application for Telebanking:** The BANK may offer Telebanking to selected customers at its discretion through its identified branches. The BANK will forward the Telebanking application form, a copy of these terms and conditions who has registered his interest. Alternatively, the customer can download the application form from BANK’s web site www.federalbank.co.in, fill up the form and forward it to any of the branches in which he maintains his account. The acceptance of the registration and the acknowledgement thereof does not automatically imply the acceptance of application for Telebanking .
4. **Telebanking service:** The BANK shall endeavour to provide to the USER through Telebanking, services such as enquiry about the balance in his Telebanking account(s), details about transactions, Statement of Account, Request for issue of cheque-books, Request for transfer of funds between accounts of the same USER, request for transfer of funds from User’s account to the registered account(s) of third parties, subject to the ceiling if any prescribed by the Bank from time to time, utility bill payment, payment instructions under M-Commerce and such other facilities as the BANK may decide to provide from time to time. These facilities shall be offered in a phased manner at the discretion of the BANK. The BANK may also make additions/deletions to the services offered through Telebanking at its sole discretion. The availability/non-availability of a particular service shall be advised through web page of the BANK or written communication ■ The Bank shall take all reasonable efforts to carryout the instructions given by the User as expeditiously as possible and the Bank shall not be liable for any omission or delay in carrying out all or any of the said instructions due to circumstances beyond the reasonable control of the Bank ■ The BANK shall take reasonable care to ensure the security of and prevent unauthorised access to the Telebanking SERVICE using technology reasonably available to the BANK ■ The USER shall not use or permit to use Telebanking or any related services for any illegal or improper purposes.
5. **Telebanking Access:** The USER will have to obtain a secret password called ‘TPIN’ (Telephone Personal Identification Number) to access Telebanking services. To obtain ‘TPIN’, user has to contact Bank’s Contact Center over the telephone number made available for this purpose and has to furnish details like Account Number, Customer ID, ATM Card Number, Last five transactions in the account etc. As a safety measure the USER thereafter shall change the password as frequently as possible ■ In addition to the TPIN, the BANK may, at its discretion, advise the USER to adopt other means of authentication also ■ The USER shall not attempt or permit others to attempt accessing the account information stored in the computers of the BANK through any unauthorised means.
6. **TPIN (Telephone Personal Identification Number):** The USER must keep the TPIN totally confidential and shall not reveal it to any third party ■ TPIN is a four digit number and can be selected by the USER as per his choice. TPIN must not relate to any readily accessible personal data such as the date of birth, Account number or part of it or any easily guessable combination of numbers. Keep the TPIN to memory and not record them in a written or electronic form ■ Telebanking services gets locked automatically in case the USER enter the wrong TPIN continuously for 3 times. If the USER forgets the TPIN or gets locked, he can request for a new TPIN by contacting Bank’s Contact center.
7. **Joint Accounts:** The Telebanking SERVICE will be available in case of joint accounts, only if the mode of operation is indicated as ‘either or survivor’ or ‘anyone or survivor’. For these joint accounts, only one account holder of the joint account holders will be allowed to avail Telebanking Services. The other joint account holder(s) shall expressly agree with this arrangement and give their consent on the application form to authorise the USER to avail Telebanking services. In case of any of the joint account holder(s) gives “stop payment” instructions in respect of operations through the use of Telebanking in writing, on any of the Telebanking accounts held jointly by them, the Telebanking SERVICE would be discontinued for the USER.
8. **Minimum Balance and charges:** The USER shall maintain, at all times such minimum balance in the own account(s) as the BANK may stipulate from time to time. The Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation, the Bank may levy service charges for use of Telebanking, which will be advised to the USER at the time of opening the account, and also be published on the Web site of the BANK. Any further change in the fees shall be notified on the BANK’s Web site 30 days in advance of the changes taking effect. The USER authorizes the BANK to recover all charges related to Telebanking as determined by the BANK from time to time by debiting one of the USER’s Telebanking accounts ■ The BANK may withdraw the Telebanking facility, if at any time the balance outstanding in the account of the user falls short of the required minimum as aforesaid and/or if the service charges remain unpaid, without giving any further notice to the USER and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.
9. **Funds transfer:** The USER shall not use or attempt to use Telebanking for funds transfer - as and when the facility is made available - without sufficient funds in the relative Telebanking account or without a pre-existing arrangement with the Bank for the grant of an overdraft ■ The BANK will endeavor to effect such funds transfer transactions received through Telebanking provided there are sufficient funds available in the USER’s account.

10. Authority to the Bank: Banking transactions in the USER's Telebanking account(s) are permitted through Telebanking service only after authentication of the TPIN of the USER. The USER (along with the joint account holder, if any) grants express authority to the BANK for carrying out the banking transactions performed by him through Telebanking. The BANK shall have no obligation to verify the authenticity of any transaction received from the USER through Telebanking or purporting to have been sent by the USER via Telebanking other than by means of verification of TPIN. The 'Transaction Reference Number' that is produced by the USER at the time of operation of Telebanking is a record of the operation and shall not be construed as the BANK's record of the relative transactions. The BANK's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless any discrepancy is pointed out within a week from the date of making the data available through Telebanking. All transactions arising from the use of Telebanking, to operate a joint account, shall be binding on all the joint account holders, jointly and severally.

11. Accuracy of information: The USER is responsible for the correctness of information supplied to the BANK through the use of Telebanking or through any other means such as electronic mail or written communication. The BANK accepts no liability for the consequences arising out of erroneous information supplied by the USER. If the USER suspects that there is an error in the information supplied to the BANK by him, he shall advise the BANK as soon as possible. The Bank will endeavor to correct the error wherever possible on a 'best efforts' basis. If the USER notices an error in the account information supplied to him through Telebanking or by the use of any of the Telebanking services, he shall advise the BANK as soon as possible. The BANK will endeavor to correct the error promptly and adjust any interest or charges arising out of the error.

12. Liability of the USER and the BANK: The USER shall be liable for all loss from unauthorized transactions in the Telebanking 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 TPIN. Disclosing or failing to take all reasonable steps to prevent disclosure of the TPIN to anyone including 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 Telebanking accounts. The BANK shall not be liable for any unauthorized transactions occurring through the use of Telebanking which can be attributed to the fraudulent or negligent conduct of the USER. The BANK shall in no circumstances be held liable to the USER if Telebanking access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or network failure, software or hardware error or any other reason beyond the control of the BANK. Under no circumstances shall the BANK 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.

13. Indemnity: The USER shall indemnify and hold the BANK harmless against any loss suffered by the BANK, its customers or a third party or any claim or action brought by a third party which is in any way the result of the improper use of the Telebanking by the USER and due to other factors beyond the control of the Bank.

14. Disclosure of the Personal Information: The USER agrees that the BANK or its contractors may hold and process his PERSONAL INFORMATION on computer or otherwise in connection with Telebanking 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 scoring agencies for fraud prevention purposes.

15. 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 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 Telebanking SERVICE extended to and/or used by the USER.

16. Proprietary Rights: The USER acknowledges that the software underlying the Telebanking SERVICE as well as other related software which are required for accessing Telebanking are the legal property of the respective vendors. The permission given by the Bank to access Telebanking will not convey any proprietary or ownership rights in the above software. The USER shall not attempt to modify, translate, disassemble, de-compile or reverse engineer the software underlying Telebanking or create any derivative product based on the software.

17. Change of Terms and Conditions: The Bank has the absolute discretion to amend or supplement any of the TERMS at any time and will endeavour to give prior notice of fifteen days for such changes wherever feasible except for changes to interest rates and/or other variations that are subject to market changes. The Bank may introduce new services within Telebanking from time to time. The existence and availability of the new functions will be notified to USER as and when they become available. The changed terms and conditions applicable to the new Telebanking services shall be continued to the USER. By using these new services, the USER agrees to be bound by the Terms and Conditions applicable.

18. Non Transferability: The grant of facility of Telebanking to a USER is not transferable under any circumstances and shall be used only by the USER.

19. Termination of Telebanking service: The User may request for termination of the Telebanking facility any time by giving a written notice of at least 15 days to the Bank. The User shall remain responsible for any transactions made on his Telebanking account(s) through Telebanking prior to the time of such cancellation of the Telebanking Service. The BANK may withdraw the Telebanking facility anytime provided the USER is given reasonable notice under the circumstances. If the Telebanking service is withdrawn by the BANK for a reason other than the breach of the terms and conditions by the USER, the Bank's liability shall be restricted to the return of the annual charges, if any, recovered from the USER for the period in question. The closure of all Telebanking accounts of the USER will automatically terminate the Telebanking service. The Bank may suspend or terminate Telebanking facilities without prior notice if the USER has breached these terms and conditions or the Bank learns of the death, bankruptcy or lack of legal capacity of the USER.

20. Notices: Notices under these Terms and Conditions may be given by the BANK and the USER, electronically or in writing to the mail box of either party. In writing by delivering them by hand or by sending them by post to the last address given by the USER and in the case of the BANK to the address of the respective branch where USER has registered for Telebanking Services. In addition, the BANK may also publish notices of general nature, which are applicable to all USERS of Telebanking on its web site.

21. Governing law: These 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 Telebanking shall be governed by the laws of the Republic of India and no other nation. The BANK accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the Telebanking Service can be accessed by a USER in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/or the operations in the Telebanking accounts of the USER and/or the use of Telebanking.

22. General: The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause. 23. The USER shall not assign this agreement to anybody else.

24. The BANK may sub-contract and employ agents to carry out any of its obligations under this contract. The BANK may transfer or assign its rights and obligations under this contract to any company.

Additional Terms and Conditions for the Utility Bill Payment Service:

1. The user authorizes the bank to make payment of Utility Bills raised upon him by any company offering Utility Services (hereinafter referred to as "billing company") where the Bank has entered into a collection arrangement, through Telebanking Service provided by the Bank, under debit to his accounts, on receiving payment instructions from him.

2. The User shall furnish the required information as specified by the billing company and other essential data pertaining to the Bills so as to identify the same. In the case of any change in the identification details the user shall be responsible to communicate such changes as registered with the billing company to the Bank within the time specified by the Bank.

3. The user has no objection whatsoever to the billing company providing the billing details to the Bank.

4. All billing and payment details will be prepared by electronic means and the information contained will be extracted from the system maintained by the Billing Company and the Bank respectively. While the Bank will take all reasonable steps to ensure the accuracy of the statements, the Bank is not liable for any error. The user shall hold the Bank not liable against any loss, damages etc. that may be incurred / suffered by the user if the information turns out to be inaccurate/ incorrect.

5. Any disputes on bill details will be settled directly with the billing company and the Bank's responsibility is restricted to providing of information only.

6. The User shall not hold the Bank liable for: such transactions that are carried out on their instructions done in good faith not carrying out such instructions where the Bank has reason to believe that the instructions are not genuine or are otherwise improper, unclear, vague for any loss or damage incurred or suffered by the user due to any error, defect, delay, failure or interruption in providing the bill payment services arising from or caused by any reason whatsoever withdrawing/suspending the facility wholly/partially without prior notice to the user.

7. The record of the instructions given and transactions with the Bank kept either in electronic form or otherwise shall be binding on him and the same shall be conclusive proof for all purposes and can be used as evidence in any proceedings.

8. The user agree that all transactions those necessitate processing by the Bank / Billing company will be carried out only during business hours and the value dates, if any will be within the operating hours/ days decided by the Billing Company/ Bank.

9. The user shall be liable to pay service charges to the Bank, as fixed by the Bank from time to time for the Bill payment services availed by the User and the Bank can debit such charges to the account of the customer at its discretion.

10. The User shall ensure that there would be sufficient funds/ clear balance or pre-arranged credit in his account from time to time for effecting the transactions. The Bank shall not be liable for any consequences arising out of non-compliance of instructions due to inadequacy of funds and that the Bank can, at its sole discretion decide to carry out the instructions notwithstanding such inadequacy. The Bank may do the aforesaid without prior approval from the User and User shall be responsible to repay with interest at maximum lending rate the resulting overdraft, advance thereby created inclusive of all related charges arising thereby.

11. In the event of an account being overdrawn the Bank reserves the right to set off this amount against credit lying in any of the accounts of the User without giving prior notice to the User.

12. The User shall indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, cost, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or put to as a consequence or by reason of or arising out of providing the user the Bill payment facility or by reason the Bank in good faith refuse to take or omit to take action on the instructions of the User.

13. The Bank can terminate the Bill payment services granted without prior notice on occurrence of any of the following events: ■ Non compliance of the terms and conditions set for ■ Non compliance of any other agreement entered into with the Bank ■ Death, insolvency and Bankruptcy of the User ■ Any other cause arising out of operation of law.

14. The Bank is at liberty to withdraw at any time the Bill Payment Facility or any service rendered to the User, in respect of any or all the accounts without assigning any reason whatsoever, without giving the User any prior notice.

15. The User shall give the Bank 15 days notice in writing and obtain an acknowledgment thereof in order to terminate Bill Payment Services availed by him.

Additional Terms and Conditions for e-Commerce Facility:

1. The User authorizes the Bank for making payment/ transfer funds from any of his accounts towards the purchase price of products / services ordered by the User through Telebanking, favouring various merchants / shoppers / service providers, as approved by the Bank

2. The Bank would from time to time be identifying such merchants / shoppers / service providers, where User could use this additional feature of making acquisitions / purchase of products and services and making payment for the same through accounts maintained with the bank by giving instructions for such payment through the telebanking service. The Merchants / Companies on which USER may place any order and in respect of which he can request the Bank to make payments would be solely and exclusively from the list of approved vendors identified by the Bank from time to time. The list of such Merchants / Companies in respect of which he can utilize this facility shall be displayed on the web site of the Bank from time to time. The User shall update himself as to the Merchants / Companies available prior to making any purchase / acquisition.

3. The User shall ensure that upon placing the order with the merchant, he notes all the details of his orders placed accurately, including the customer order number and price payable.

4. All orders placed by the USER are orders between the User and the Merchant supplying the products and services. The Bank shall not at any time be deemed to be a supplier of the products or party to such contract at any times whatsoever.

5. The Bank is merely providing a facility for making payments for the orders placed by the USER and is not in any manner associated with or part of the actual transaction of sale of the products and services. The User shall make all such independent enquiries, as he may deem fit in respect of the products and services offered by the Companies and Merchants.

6. The User confirms that he is not placing the order with the Companies / Merchants, based on any representation or statement of the Bank and the User shall place any order, he shall do it out of his own volition and shall not in any manner hold the Bank responsible for any deficiency, defect, delay in delivery, quality and merchantability of the products and services.

7. A User shall ensure that he does not in any manner release any confidential data including the TPIN to the merchants and suppliers during his access to various merchants and the User shall indemnify the Bank from any loss that may be caused to the Bank by any breach of this covenant.

8. While communicating payment instructions to the Bank the User shall provide such details as the Bank may require in respect of the payments to be made including details in respect of the merchant on which the purchase order was placed and the relevant customer order number. The User shall indemnify the Bank from any loss caused from any inaccuracies in this regard.

9. The Bank may for any reason whatsoever refuse to honour his instructions to make payment to the merchants / companies, in such circumstances as the Bank may deem fit and the User shall not hold the Bank responsible for any failure to process payment instructions by reason of the services being temporarily unavailable or there being an overload on the server or for any other technical or any other reason whatsoever.

10. The Bank shall not be responsible for in the event of the Merchant / Company failing to refund any monies at the request of the User and the User's sole and exclusive recourse shall be against the Merchant / Company only.

11. In the event of any dispute with the Merchant / Company the Bank shall not be made as a party to dispute or any proceedings. 12. The Bank may at any time alter the mode and the manner of making payments and User shall be bound by the same.

13. The Bank may from time to time and for any reason discontinue the services offered in respect of particular merchants / companies and in such event Bank may refuse to make payments for products purchased from such Merchants / Companies. The User shall update himself on a regular basis as to the details of the merchants / companies on which the services offered by the Bank could be utilized and shall not require the Bank to make any payments for products purchased from merchants / companies other than the merchants / companies identified by the Bank

14. The Bank may specify limits from time to time on: ■ the number of transactions the user may enter into a particular period ■ the aggregate payments that the User may make on transactions in a particular period.

15. The User shall abide by and with all such limits that may be placed by the Bank from time to time and the User shall not hold the Bank responsible for refusing to honour instruction in violation of the said limits placed by the Bank.

16. In the event of any misuse of the password or any other identification details or in the event of any fraudulent use of the account through the Telebanking, the User shall be solely and exclusively responsible for all loss caused thereby and the Bank shall not be made liable for any such losses or claims.

17. The USER shall not hold the Bank liable for: ■ such transactions that are carried out on their instructions done in good faith ■ not carrying out such instructions where the Bank has reason to believe that the instructions are not genuine or are otherwise improper, unclear, vague ■ for any loss or damage incurred or suffered by the user due to any error, defect failure or interruption in providing the services arising from or caused by any reason whatsoever ■ withdrawing / suspending the facility wholly / partially without prior notice to the user.

18. The record of the instructions given and transactions with the Bank kept either in electronic form or otherwise shall be binding on him and the same shall be conclusive proof for all purposes and can be used as evidence in any proceedings.

19. The user shall be liable to pay service charges to the Bank, as fixed by the Bank from time to time for the services availed by the User and the Bank can debit such charges to the account of the User at its discretion.

20. The User shall ensure that there would be sufficient funds/ cleared balance or pre-arranged credit in his account from time to time for effecting the transactions. The Bank shall not be liable for any consequences arising out of non-compliance of instructions due to inadequacy of funds and that the Bank can, at its sole discretion decide to carry out the instructions notwithstanding such inadequacy. The Bank may do the aforesaid without prior approval from the User and User shall be responsible to repay with interest at maximum lending rate the resulting overdraft, advance thereby created inclusive of all related charged arising thereby.

21. In the event of an account being overdrawn the Bank reserves the right to set off this amount against credit lying in any of the accounts of the User without giving prior notice to the User.

22. The User shall indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, cost, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or put to as a consequence or by reason of or arising out of providing the user the facility or by reason the Bank in good faith refuse to take or omit to take action on the instructions of the User.

Declaration : I have read, understood and accepted the terms & conditions governing the use of Telebanking services herein given. I hereby agree to abide by the said terms and conditions as in force from time to time. For the purpose of availing Telebanking services in respect of joint accounts, I am enclosing the mandate from the joint account holders.

Signature of Account holder (User)