

# Account Opening Form

## Fixed Deposit for Limited Company

FOR OFFICE USE

Scheme code

### SBI UK Account Number

### Business Details

Business name:

  

Business Group name: (if required)

  

Company Registration Number:

VAT Registration Number:

Date of Incorporation

### Business Details (continued)

Correspondence address:

Line 1

Line 2

Town

Country  Post code

Registered address (if different):

Line 1

Line 2

Town

Country  Post code

Business Telephone:

Business Fax:

Business Email Address:

Business Mobile Number: (for Online Banking / Debit Card)

### Funding

Please debit my/our SBI UK Savings/Current Account no.

and transfer an amount of GBP/EURO/USD

to a Fixed Deposit Account as below: Term

of deposit:

Years   Months   Days

Product name:

Rate of interest:  %

Frequency of interest payable (please tick one)\*:

A) Monthly  B) Annually  C) Upon Maturity

## Details of Directors/Authorised Signatories

Title: Mr  Mrs  Ms  Miss  Other

First name:

Middle name:

Surname:

Position in Company:

Percentage of Shareholding:

Address:

Line 1

Line 2

Town

Country  Post code

Length of time at this address:  Y  Y /  M  M

Previous address (If less than 3 years at current address):

Line 1

Line 2

Town

Country  Post code

Length of time at previous address:  Y  Y /  M  M

Date of Birth:

 D  D /  M  M /  Y  Y  Y  Y

Nationality:

Daytime contact telephone:

Mobile:

*Mobile will be used for Internet Banking one time password 'OTP' generation (if required).*

Email:

### US withholding tax declaration

For the purpose of the US Foreign Accounts Tax Compliance Act (FATCA) please confirm whether you are a US Person/Citizen. I also agree to notify you if my situation changes:

I am not a US person or US citizen

I am a US person or US citizen\*

*\*(Please ask to complete Foreign Account Tax Compliance Act form)*

Existing SBI UK Account Holder?

Yes  No

*If yes, please provide your Account number:*

Internet Banking Role:

Enquiry Only  Transaction Preparer/Authoriser  Both

Mother's maiden name (required for security purposes):

## Details of Directors/Authorised Signatories (continued)

Title: Mr  Mrs  Ms  Miss  Other

First name:

Middle name:

Surname:

Position in Company:

Percentage of Shareholding:

Address:

Line 1

Line 2

Town

Country  Post code

Length of time at this address:  Y  Y /  M  M

Previous address (If less than 3 years at current address):

Line 1

Line 2

Town

Country  Post code

Length of time at previous address:  Y  Y /  M  M

Date of Birth:

 D  D /  M  M /  Y  Y  Y  Y

Nationality:

Daytime contact telephone:

Mobile:

*Mobile will be used for Internet Banking one time password 'OTP' generation (if required).*

Email:

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I am a US person or US citizen\*

*\*(Please ask to complete Foreign Account Tax Compliance Act form)*

Existing SBI UK Account Holder?

Yes  No

*If yes, please provide your Account number:*

Internet Banking Role:

Enquiry Only  Transaction Preparer/Authoriser  Both

Mother's maiden name (required for security purposes):

## Details of Directors/Authorised Signatories (continued)

Title: Mr  Mrs  Ms  Miss  Other

First name:

Middle name:

Surname:

Position in Company:

Percentage of Shareholding:

Address:

Line 1

Line 2

Town

Country  Post code

Length of time at this address:  Y  Y /  M  M

Previous address (If less than 3 years at current address):

Line 1

Line 2

Town

Country  Post code

Length of time at previous address:  Y  Y /  M  M

Date of Birth:

 D  D /  M  M /  Y  Y  Y  Y

Nationality:

Daytime contact telephone:

Mobile:

*Mobile will be used for Internet Banking one time password 'OTP' generation (if required).*

Email:

### US withholding tax declaration

For the purpose of the US Foreign Accounts Tax Compliance Act (FATCA) please confirm whether you are a US Person/Citizen. I also agree to notify you if my situation changes:

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I am a US person or US citizen\*

*\*(Please ask to complete Foreign Account Tax Compliance Act form)*

Existing SBI UK Account Holder?

Yes  No

*If yes, please provide your Account number:*

Internet Banking Role:

Enquiry Only  Transaction Preparer/Authoriser  Both

Mother's maiden name (required for security purposes):

## Details of Directors/Authorised Signatories (continued)

Title: Mr  Mrs  Ms  Miss  Other

First name:

Middle name:

Surname:

Position in Company:

Percentage of Shareholding:

Address:

Line 1

Line 2

Town

Country  Post code

Length of time at this address:  Y  Y /  M  M

Previous address (If less than 3 years at current address):

Line 1

Line 2

Town

Country  Post code

Length of time at previous address:  Y  Y /  M  M

Date of Birth:

 D  D /  M  M /  Y  Y  Y  Y

Nationality:

Daytime contact telephone:

Mobile:

*Mobile will be used for Internet Banking one time password 'OTP' generation (if required).*

Email:

### US withholding tax declaration

For the purpose of the US Foreign Accounts Tax Compliance Act (FATCA) please confirm whether you are a US Person/Citizen. I also agree to notify you if my situation changes:

I am not a US person or US citizen

I am a US person or US citizen\*

*\*(Please ask to complete Foreign Account Tax Compliance Act form)*

Existing SBI UK Account Holder?

Yes  No

If yes, please provide your Account number:

Internet Banking Role:

Enquiry Only  Transaction Preparer/Authoriser  Both

Mother's maiden name (required for security purposes):

# Declarations

I/We declare, confirm and agree :

\* that all the particulars and information given in this application form (and all documents referred to or provided herewith) are true, correct, complete, up-to-date in all respects and I/we have not withheld any information. I/ We understand that certain particulars given by me/us are required for regulatory reasons. I/We also agree to provide any further information that SBI UK or its group companies may require; and

\*that I/we have had no insolvency proceedings initiated against me/us, nor have I/we ever been adjudicated insolvent. I/we have no County Court Judgments registered against me/us; and

\*that I/we are not blacklisted under Disqualified Director Register or adjudicated/convicted in any criminal proceedings under any criminal law.

I/we also agree all the details in the accompanied Terms & Conditions including the Board Resolution, the Telecommunications Authorisation and the Data Protection notice.

I/we have opted for Internet Banking Services, then I/we declare that I/we have read, understood and agree to the Terms and Conditions applicable to Internet Banking in relation to the operation of my/or Account as available via the website [www.sbiuk.com](http://www.sbiuk.com), and as listed in the accompanying Terms and Conditions and that I/we will adhere to all the application Terms and Conditions.

I/We have read, understood and acknowledge the receipt of

- The Bank's Terms and conditions
- Information about Tariff of charges

- Summary of information about the products
- Financial Services Compensation Scheme's (FSCS) Information sheet and Exclusion list

Name & Signature of authorised signatory #1

Signature:

Date:

D	D	/	M	M	/	Y	Y	Y	Y
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Name & Signature of authorised signatory #3

Signature:

Date:

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Name & Signature of authorised signatory #2

Signature:

Date:

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Name & Signature of authorised signatory #4

Signature:

Date:

D	D	/	M	M	/	Y	Y	Y	Y
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# Telecommunication Indemnity

To: State Bank of India (UK) Limited ("the Bank")

From:

Company Name: (plc/Limited)

  

Address: ("the Company")

Line 1

Line 2

Town

Country  Post code

Date of:

 /  / 

Dear Sirs

Instructions given by telephone, fax, email or over the internet using the Bank's internet banking service

Account(s) number ("the Account"):

We refer to the mandate between the Bank and the Company for the operation of the above Accounts and our banking arrangements with the Bank ("Mandate").

We acknowledge that the Mandate provides for us to give the Bank all instructions in writing signed by the signatories named in the Mandate. We wish to vary the Mandate as set out in this letter. We authorise and instruct the Bank to carry out any instructions ("Instructions") whatsoever relating to the Accounts which are given on our behalf by any of the persons named below ("the Specified Persons") by telephone, fax, email or over the internet using the Bank's internet banking services.

In consideration of the Bank agreeing to vary the Mandate as set out in this letter the Company agrees to indemnify the Bank fully on demand against all losses, claims, actions, proceedings, demands, damages, costs and expenses suffered or incurred by the Bank arising out of the instructions or the Bank carrying out the instructions.

I understand that the State Bank of India (UK) Limited will process personal data supplied by me in relation to this application in accordance with the General Data Protection Regulation and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time. The personal data supplied will be processed solely for the purpose of assessing this application and at all times in accordance with the State Bank of India (UK) Limited's Privacy Policy, a copy of which can be found here:

[sbiuk.statebank/privacy-policy](http://sbiuk.statebank/privacy-policy)

## Notice of termination

The terms of this letter shall continue until either the Bank or the Company gives the other not less than seven days written notice of termination signed by a duly authorised officer (to be delivered by hand or sent by first class post). The notice of termination will not release the Company from any liability under this letter in respect of instructions received or performed by the Bank prior to the date of termination.

## Names of Specified Persons

The Specified Persons are each of the following:

Name:

Name:

This letter has been signed by the Company as a deed on the date stated above.

Signed as a Deed

By:

acting by two directors/a director and the secretary

Director:

Director / Secretary:

## OR

Signed as a Deed

By:

acting by a director in the presence of

Director:

Witness:

  

Signature of witness:

# Board Resolution

To: State Bank of India (UK) Limited

Date:

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

We hereby certify that the following resolutions of the Board of Directors of the:

--

Company, Limited, were passed at a meeting of the Board duly convened and held on the:

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

and has been duly recorded in the minute book of the said Company.

Resolved that:

1. That a banking account(s) in the name of the Company be opened with the State Bank of India (UK) Limited ("the Bank"), and that the following resolutions shall apply to all accounts of the Company with the Bank now or in the future.
2. The company accept the Terms and Conditions contained in the booklets supplied by the bank (including the Banks general T and C's).
  - a) To honour and comply with all cheque and other orders or instructions signed on behalf of the Company singly/jointly by the following authorised signatories:

Name & Signature of authorised signatory #1

Signature:

Name & Signature of authorised signatory #2

Signature:

Name & Signature of authorised signatory #3

Signature:

Name & Signature of authorised signatory #4

Signature:

- b) To accept the signatory as fully empowered to act on behalf of and bind the Company in any other transactions with the Bank.
- c) It was further resolved that State Bank of India (UK) Ltd. be requested to open additional accounts as and when required by the company at the request of the authorised signatory. The Bank may also be instructed from time to time regarding any changes to the authorised signatories to the account.
- d) It was further resolved that State Bank of India (UK) Ltd. be authorised to accept facsimile/telecommunication instructions or scanned copy of instruction by email given on behalf of the Company by the authorised signatories as mentioned above and it was further resolved to execute an Telecommunication/Instruction indemnity in favour of the State Bank of India (UK) Limited to allow the authorised signatories to give instructions to the Bank by fax or through email.
- e) It was further resolved that the company do avail the 'Corporate Internet Banking Service' over Internet Channel with State Bank of India (UK) Ltd. at their various Branches and the Company accepts such 'Terms of Service' for Corporate Internet Banking laid down by SBI UK from time to time for the purpose. Resolved further that each of the officials as

empowered by the Company to operate the Company's accounts with SBI UK either singly or jointly as the case may be, is hereby authorised to apply for and avail of the 'Corporate Internet Banking' facility offered by SBI UK and do all they have been authorised, electronically, using their user name and password.

The Bank be supplied with:

- a) A copy of the Company's Memorandum & Articles of Association certified as being true, complete and up to date;
  - b) The Company's Certificate of Incorporation (to be copied and duly returned);
  - c) If the Company is a Public Company the Company's Certificate to commence business; and
  - d) Copies of any resolutions concerning the foregoing which may be passed from time to time.
1. The Company agrees that any indebtedness or liability incurred by the Company under this authority shall in the absence of any express written agreement by the Bank to the contrary be due and payable on demand.
  2. The Bank be and is by this resolution authorise to provide the Company's auditors from the time being and from time to time with such information as the Company's auditors may request from time to time until notice in writing to the contrary is received by the Bank.
  3. The Company agrees to provide to the Bank in writing any changes in details or circumstances that may change from time to time.
  4. The Company Secretary shall, as and when necessary, supply to the Bank a list of the current directors and, if applicable, other officials authorised to sign with specimen signatures and the Bank may on such lists signed by the Secretary.
  5. The Company hereby confirms that no general charge on the assets of the company has been created in favour of any bank or financial institution/and or the company has obtained the necessary approval of the bank/financial institution for opening and operating a current account with the State Bank of India (UK) Limited a copy of which is attached.
  6. The Company hereby confirms that none of the directors are or have been disqualified under the Company Directors Disqualification Act 1986 or any similar overseas legislation covering the disqualification of directors or other officers of a company.
  7. These resolutions be communicated to the Bank and shall constitute the Company's Mandate to the Bank and remain in force until an amended resolution can be passed by the Board of Directors and a copy thereof, certified by the Chairman and the Secretary or by any Director or the Secretary acting or purporting to act on behalf of the Company shall have been received by the Bank.
  8. In this resolution the expressions 'Directors' and 'Secretary' shall be construed as Director(s) and Secretary for the time being of the Company and shall, in the case of Director(s) include alternate Director(s) and in the case of Secretary shall include any Joint Secretary, Assistant Secretary or Temporary Secretary.
  9. We certify that the signatures set down within Section B (About your Business) of this account opening form are those of all the Directors, the Secretary and of any other Officers of the Company authorised to sign, that such signatures are the genuine signatures of such persons and that such signatures operate as the specimen signatures of each of such persons.

Your faithfully

Name & Signature of Director

Signature:

Name & Signature of Director

Signature:



# Terms & Conditions

## Summary of Information

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### Contact us:

For further information and clarification about any of our products, please contact your local SBI UK branch.

You can also telephone our Customer Services team on **0800 532 532**, 24/7 or email them

at **customerservices.sbiuk@statebank.com**.

Or visit our website **<https://sbiuk.statebank>**

## Data Protection notice

The State Bank of India (UK) Limited will process personal data supplied by you in accordance with the General Data Protection Regulation and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.

The State Bank of India (UK) Limited will not disclose any information to any company outside the State Bank Group except to help prevent fraud, or if required to do so by law. For further information on how your personal data is used, how we maintain the security of your personal data and your rights to access personal data we hold on you, please see our Privacy Policy, a copy of which can be found here: **<https://sbiuk.statebank/privacy-policy>** or contact us at **customerservices.sbiuk@statebank.com** marking the correspondence for the attention of the Data Protection Officer. We may update the Privacy Policy from time to time by publishing a new version on our website. You should check the aforementioned web-page occasionally to ensure you are aware of any updates and happy with any changes to the Privacy Policy.

[We may share your personal data with, and obtain personal data about you from, credit reference agencies or fraud prevention agencies for use in verifying your identity, credit decisions and for fraud and money laundering prevention. If fraud is detected, you could be refused certain services, finance, or employment. Further details explaining how the personal data held by fraud prevention agencies may be used can be found on our website: **<https://sbiuk.statebank/credit-reference>**

## Credit Reference and Fraud Prevention Agencies

We may use credit reference (CRA) and fraud prevention (FPA) agencies to help us make decisions. How we, CRAs and FPAs will use your information is detailed below.

By **confirming your agreement to proceed** you are accepting that we may each use your information in this way.

### How we will use your data

1. We will search at credit reference and fraud prevention agencies for information on all applicants. In so doing we will provide current and previous names, addresses and dates of birth, of all parties, so if you are providing information about others, on a joint application, you must be sure that you have their agreement. If you give us false or inaccurate information and we identify fraud, details may be passed to credit reference and fraud prevention agencies.
2. We will use the information provided to us by credit reference and fraud prevention agencies to help make credit or credit related decisions about all applicants, to verify their identity, for the prevention and detection of fraud and/or money laundering, and to manage accounts. We may use scoring methods, which may be automated, to do this. If you borrow from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.
3. When credit reference agencies receive a search from us they will place a search "footprint" on your credit file whether or not this application proceeds. If the search was for a credit application the record of that search (but not the name of the organisation that carried it out) may be seen by other organisations when you apply for credit in the future.
4. If you are making a joint application now or have ever done the following we will check your financial associates' personal accounts as well:-
  - 4.1 Applied for credit with someone else;
  - 4.2 Have joint account(s);
  - 4.3 Are already financially linked.

A financial associate will be someone with whom you have a personal relationship that creates a joint financial unit in a similar way to a married couple. You will have been living at the same address at the time. It is not intended to include temporary arrangements such as student or rented flat sharers or business relationships. Credit reference agencies may link together the records of people that are part of a financial unit. They may do this when people are known to be linked, such as being married or have jointly applied for credit or have joint accounts. They may also link people together if they, themselves, state that they are financially linked. Links between financial associates will remain on your and their files until such time as you or your partner successfully files for a disassociation with the credit reference agencies.

5. Credit reference agencies will supply to us, public information such as County Court Judgments (CCJs) and bankruptcies, electoral register information and fraud prevention information on applicants' [and their known financial associates] current and previous names, addresses and dates of birth.

## How your data WILL be used by credit reference agencies

6. The information which we and other organisations provide to the credit reference agencies about you, your financial associates and your business (if you have one) may be supplied by credit reference agencies to other organisations and used by them to
  - 6.1 Prevent crime, fraud and money laundering by, for example checking details provided on applications for credit and Credit related or other facilities;
  - 6.2 Check the operation of credit and credit- related accounts;
  - 6.3 Verify your identity if you or your financial associate applies for other facilities;
  - 6.4 Make decisions on credit and credit related services about you, your partner, other members of your household or your business;
  - 6.5 Manage your personal, your partner's and/or business (if you have one) credit or credit related account or other facilities;
  - 6.6 Trace your whereabouts and recover debts that you owe;
  - 6.7 Undertake statistical analysis and system testing;
  - 6.8 Credit reference agencies can also be fraud prevention agencies.

## How your data may be used by fraud prevention agencies

7. The information which we provide to the fraud prevention agencies about you, your financial associates and your business (if you have one) may be supplied by fraud prevention agencies to other organisations and used by them and us to:-
  - 7.1 Prevent crime, fraud and money laundering by, for example;
    - 7.1.1 Checking details provided on applications for credit and credit related or other facilities;
    - 7.1.2 managing credit and credit related accounts or facilities;
    - 7.1.3 Cross check details provided on proposals and claims for all types of insurance;
    - 7.1.4 Checking details on applications for jobs or when checked as part of employment;
  - 7.2 Verify your identity if you or your financial associate applies for other facilities including all types of insurance proposals and claims;
  - 7.3 Trace your whereabouts and recover debts that you owe;
  - 7.4 Conduct other checks to prevent or detect fraud;
  - 7.5 Organisations may access and use from other countries the information recorded by fraud prevention agencies;
  - 7.6 Undertake statistical analysis and system testing.

## How to find out more

You can contact the 3 credit reference agencies currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

**CallCredit**, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414

**Equifax PLC**, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 010 0583 or log on to [www.myequifax.co.uk](http://www.myequifax.co.uk)

**Experian**, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0870 241 6212 or log on to [www.experian.co.uk](http://www.experian.co.uk)

Please contact the Chief Accountant, State Bank of India (UK) Limited, 15 King Street, London EC2V 8EA if you want to receive details of any the relevant fraud prevention agencies.

## Online SBI Global : Terms Of Service

### General

1. M/S ----- herein after called as the company agrees to avail the 'Corporate Internet Banking Service' of State Bank of India (UK) Ltd. over Internet Channel. The company do accept such terms, regulations, conditions and stipulations laid down by SBI UK, from time to time, for the purpose.
2. The company agrees to execute from time to time necessary agreement form(s), authority letter(s) and any other related documents for this purpose.
3. SBI UK is hereby authorised by the Company to accept all valid instructions through the 'Corporate Internet Banking' service over electronic medium singly/jointly by using valid Username/Password from the authorised signatories in respect of Company's account(s) as per the operating rules from time to time.
4. The Company agrees to nominate Internet Banking Administrators and other users to manage the service for the Company.
5. SBI UK reserves the right to modify, change, add or cancel any of the services offered through OnlineSBIGlobal or the Terms of Service listed in this Document. The changes will be notified to the Users/Company.
6. SBI UK accepts the obligations to maintain the confidentiality, privacy and integrity of the transaction completed on the OnlineSBIGlobal Service. Record in respect of the transactions entered through the OnlineSBIGlobal Service will be maintained by the SBI UK in accordance with existing practices of SBI UK.

### Operating Environment

7. SBI UK shall be entitled to use hardware, software and/or such other equipment and modify the same as necessary or appropriate for the provision of the services. The Company may also be required to modify/upgrade its systems to comply with the standards of the payment mechanisms (then as applicable) and the standards applicable to the various services provided by the SBI UK.
8. The registered User is free to choose a Username and Password of their choice as per the guidelines on the site. However, the user advised to avoid choosing a password that is a dictionary word or can be guessed/inferable from personal data such as name, date of birth, address, telephone number, driving license/car number etc.
9. The User can access OnlineSBIGlobal from anywhere, anytime. However, as a matter of precaution and safety, the user should avoid using PCs with public access.

## Operating Environment (Continued)

10. In the interest of customer safety the system does not permit retrieval of a lost or forgotten Password. In case the User forgets their Password, they will have to register for a duplicate password and a fresh Password will be issued to them.
11. In case of an unintended termination of a valid session due to break in Internet Connectivity, it is suggested that the User login afresh and verify the status of last requested transaction and ensure that it has been recorded successfully.

## SBI UK Terms

12. "OnlineSBIGlobal" is a service offered by SBI UK as per the Terms of Service and SBI UK is within its rights to deny access or withdraw access if the Company/User is found to be acting in violation of the terms of service.
13. Transactions originated by the Users are logged and transmitted to SBI UK Branch database of respective country for fulfillment. The requests take effect from the time these are recorded/registered at the respective branch where the corporate is maintaining the account. The rules, regulations and conventions applicable to the banking transactions in the physical world will be applicable mutatis mutandis for the transactions done through the OnlineSBIGlobal service. For the present transaction requests would be processed at the branch during the business hours on the same day or next working day.
14. SBI UK presupposes, and the same is acknowledged by the Company, that log-in using appropriate UserName and Password is a valid session initiated by none other than the User to whom the said UserName and Password belongs. The SBI UK shall rely upon all electronic communications, orders or messages to SBI UK through the Internet and SBI UK shall take it for granted that the originator of the communication is the User to whom the User ID/ Password has been issued.
15. SBI UK is not bound to enquire as to whether or not the User has been duly authorised to access the OnlineSBIGlobal Service on behalf of the Company by an appropriate or competent authority of the Company. Accordingly, a person using the OnlineSBIGlobal Service on behalf of the Company shall be presumed by SBI UK to have the authority to have access to the OnlineSBIGlobal Service.
16. SBI UK obligation and remedy in the event of interruption to the Services or loss of use and/or access to the OnlineSBIGlobal Service, shall include taking all reasonable measures to restore the OnlineSBIGlobal Service and/or access thereto as soon as reasonably possible.
17. SBI UK shall not be liable for any direct, indirect or consequential loss or damage sustained by the Company by any direct or indirect use of or reliance on the electronic communication, orders or messages. SBI UK shall also not be liable to Company for any loss or damage caused arising in connection with the OnlineSBIGlobal Service and/or this Agreement, on account of interruption or stoppage to the access to and/or use of this OnlineSBIGlobal Service arising on account of circumstances not attributable to SBI UK or beyond control of the SBI UK.
18. Without prejudice to any other provision of this Agreement, SBI UK does not warrant to the Company that the OnlineSBIGlobal Service will be provided uninterrupted or free from errors or that any identified defect will be corrected; or the OnlineSBIGlobal Service shall provide any function not set out or described in any associated documentation provided by the SBI UK.
19. Notwithstanding what is stated in these terms and conditions, the agreement is only between the SBI UK and the Company. Therefore, any executive, officer or employee of the Company shall not have any legal rights or remedies against the Bank or against any executives or employees of SBI UK.
20. Though SBI UK strives to maintain the quality of service, timely delivery and execution of the instructions given by the Company, the same is not guaranteed by SBI UK and SBI UK does not accept any responsibility for not effecting or not completing any transaction entered into on the OnlineSBIGlobal Service due to any break-down in computer hardware or software systems including any break-down of internet services or any delay or default of service providers from whom SBI UK has availed of the services for providing the OnlineSBIGlobal Service.
21. SBI UK may for valid reasons refuse to execute any instructions placed by the Company.
22. Notwithstanding anything contained herein, where SBI UK has reason to believe that any transaction/ debits or marking of liens, have been fraudulently made (hereinafter referred to as a "suspect transaction"), SBI UK shall be entitled to withhold payment pertaining to such suspect transaction in accordance with regulatory laws relating to Money Laundering etc. If SBI UK determines after due enquiry and investigation that the transaction is a valid transaction and not a suspect transaction, SBI UK shall release such withheld payment. Provided that SBI UK shall not withhold payment to the Company without sufficient cause, which shall be informed by SBI UK to the Company on the finding of such sufficient cause. Provided further that if within the period of 6(six) months SBI UK determines after due enquiry and investigation that any suspect transaction is not a valid transaction at all, SBI UK shall reverse the invalid transaction, consequently the Company shall be liable to SBI UK for the resulted outstanding balance, if any.

## Obligations of the Company

23. The User must keep the Username and Password strictly confidential and known only to himself. It is a good practice to commit the password to memory rather than write it down somewhere. SBI UK is not to be responsible for loss sustained by the Company due to breach of this condition. The User is also cautioned against leaving the computer unattended during a valid session.
24. Should the User notice that any information relating to the Company's account(s) appearing on OnlineSBIGlobal is incorrect or discrepant the same should be immediately brought to the notice of the branch(es) of SBI UK the by telephone/e-mail or letter.
25. The User will not attempt or permit others to attempt accessing OnlineSBIGlobal through any unlawful means.
26. SBI UK has taken care to protect the confidentiality and integrity of customer (Company) data/transaction on OnlineSBIGlobal. At the same time this is a joint endeavor of the SBI UK and the Company. SBI UK, therefore, expects the Company to appreciate the risks unique to transacting on the Internet and take precautions, as it may deem fit, in the interests of protecting confidentiality and transactional integrity. It is highly recommended that the advices of the IT department of the Company or an external consultant be sought in this regard. Similarly, for best results it is suggested that the Company's internal processes may be aligned to the procedures prescribed for the system.
27. The User undertakes that if any wrongful use or misuse of the system is noticed by the User or any other person authorised by the Company it shall be the responsibility of the User to bring the same to the notice of SBI UK forthwith and the User shall also co-operate with SBI UK in the event of SBI UK giving any alert about such wrongful use or misuse of the OnlineSBIGlobal Service.
28. The User undertakes not to disclose the conditions or any of the transactions made or entered through the OnlineSBIGlobal Service.
29. The Company agrees to pay charges/fees for OnlineSBIGlobal services as may be prescribed from time to time.
30. The Company hereby undertakes and agrees to protect SBI UK against all claims and liabilities arising directly or indirectly as a result of any breach or non-performance by any user or any act, neglect or default of the user.
31. Any dispute between Company and the SBI UK with regard to the transactions done through OnlineSBIGlobal will be subject to the jurisdiction of the competent Courts where the concerned SBI UK branch maintaining the relative account of the Company is located and will be governed by Local Laws in force from time to time.
32. By signing the Online Registration Form the Company hereby confirms that the Terms of service herein contained shall constitute the agreement between SBI UK and the Company for the use of the OnlineSBIGlobal Service.
33. Authorised signatory confirms that he/she/they is/are duly authorized by the Company to execute this agreement.

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