

## TERMS & CONDITION FOR ONLINE ACCESS OF MEMBERSHIP & EXECUTIVE LOGIN

We hereby formulate the Terms and Conditions of Online Access of DCNL Membership Services (the “Terms”) in order to provide you with better Online Access of DCNL Membership Services, prevent risks inherent in the Online Access, and specify the rights and obligations of the parties in the Online Access of DCNL Membership. Please read the Terms carefully before you use any of our Online Access of DCNL Membership Services. If you have any questions, please feel free to contact us, and you can browse our official website [www.dcnl.in](http://www.dcnl.in) for the nearest branch and the most up-to-date contact information.

### **Terms and Conditions of Online Access of DCNL Membership Services**

#### **I. Scope of Application**

1. Terms and Conditions of Online Access of DCNL Membership Services (as may be varied and amended from time to time, hereinafter referred to as these “Terms”) shall apply to the Online Services provided by Dreamland City Nidhi Limited (hereinafter referred to as “We” or “Us”) and shall be legally binding on DCNL Members and us. Both Members and we shall comply with the Terms.
2. Before a Member applies to us for activation of Online Access of DCNL Membership Services or uses Online Services for the first time, the Members shall carefully read the Terms and fully understand relevant provisions hereof, and the Members shall have the right to require us to provide sufficient explanation about the Terms. BY APPLYING TO US FOR THE ACTIVATION OF ONLINE Access of DCNL Membership SERVICES OR USING ONLINE SERVICES FOR THE FIRST TIME, MEMBERS SHALL BE DEEMED TO HAVE CAREFULLY READ, UNDERSTOOD AND ACCEPTED THE TERMS AND AGREED TO BE BOUND HEREBY.

#### **II. Provision of Services**

1. Members may apply to us for the activation of Online Access of DCNL Membership Services, and we may also activate all or part of the functions of Online Services for qualified Members. Members may use part of Online Services without applications or requiring our additional operations. Members may apply to us for the termination of certain Online Banking Services, and we have the right to accept or reject such application of the Members.
2. Members may use computers, fixed-line phones, mobile phones and other self-service DCNL facilities, or other electronic devices to use or operate all or part of financial services via the Internet, telephone communication networks, wireless networks, other open public networks or private networks provided by us

(hereinafter referred to as “Online Access of DCNL Membership Services” or these “Services”).

### **III. Content of Services**

1. Online Access of DCNL Membership Services
  - (a) Members may enjoy Online Services via our website at [www.dcnl.in](http://www.dcnl.in)
  - (b) Online Services include the Mobile Application Services.
  - (c) Online services included the Access of All Saving & Deposit A/c Along With Your all of your Loan A/c
4. Phone Banking Services
  - (a) Members may enjoy Phone Banking TYPE Services via the Member service hotline or contact number for Phone published by us on our official website [www.dcnl.in](http://www.dcnl.in)
  - (b) The Member service hotline for Deposit A/c is 1800-8893-725; for Members located in Rajasthan regions, the Loan service hotline is 1800-8893-725.
  - (c) We/our branches and sub-branches may also dial the telephone numbers registered by Members with us to provide financial services to them.
6. SMS Banking Services
  - (a) SMS Banking Type Services refer to those services with which we will handle financial business for Members according to SMS instructions sent by Members and automatically notify Members of relevant results via SMS.
  - (b) Members may enjoy SMS Banking Type Services via our registered SMS platform number, and we will publish the registered SMS platform number then in effect on our official website [www.dcnl.in](http://www.dcnl.in).
7. We may provide other Online Access of DCNL Membership Services to Members from time to time.
  8. We may change the website address, telephone number, SMS number and domain name for Online Access of DCNL Membership Services from time to time and make announcement or provide notice within a reasonable period of time. Thereafter, the changed website address, telephone number, SMS number, and domain name for Online Banking Services as announced or notified to Members by us from time to time shall apply.
9. MEMBERS SHALL NOT USE WEBSITE ADDRESS, TELEPHONE NUMBER, SMS NUMBER, OR DOMAIN NAME FOR ONLINE Access of DCNL Membership SERVICES NOT ANNOUNCED OR NOTIFIED BY US. IF ANY MEMBER IS AWARE OR SUSPECT THAT ANY OTHER PERSON OR ENTITY PROVIDES ONLINE SERVICES IN OUR NAME, SUCH MEMBER SHALL NOTIFY US IMMEDIATELY.
  10. To the extent permitted by law, from time to time, we may send advertisements about products or services of us or our affiliates through the provision of these Services.

### **IV. Recipient of Services**

These Services are made available to:

1. Members who are above the age of 18, have full capacity for civil conduct and have opened saving/Deposit/Loan accounts with us;
2. DCNL Executive for All of their Executive service Can Access All Executive Services
3. Potential Members intending to consult us about our products and services.

#### **V. Function, Operation, Suspension and Termination of these Services**

1. Members undertake to apply for activation of and use part or all of the functions of these Services according to the procedure (if any) specified by us.
2. Members may use these Services to inquire about part/all of financial information, but such information might not be up-to-date, since some banking businesses are likely pending for our processing; unless verified and confirmed by us, we will not make any warranty with respect to the financial information queried by Members through these Services.
3. With respect to different Online Banking service channels, and/or different financial services, and/or different Member types, and/or other factors, we might provide different Online Banking Services; for example, in the case of a joint account, we might provide different Online Banking Services to different holders of the joint account; as for an supplementary Loan A/c, we might provide different Online Banking Services to the holder of supplementary Deposit A/c and the holder of the Loan A/c.
4. The specific applicable conditions of Online Access of DCNL Membership Services, content, functions and runtime of services depend on actual operations and actual operating environment. We might formulate or modify the user manuals, guides, function introductions, announcements or notices of relevant Online Services from time to time, which Members may read and consult, but if they differ from actual operations and actual operating environment of these Services, the actual operations and operating environment shall prevail.
5. Provisions regarding the runtime of these Services might vary with different functions under these Services, specifically subject to the actual operations and operating environment of such functions under Online Banking Services. When a Member submits a transaction instruction other than during the runtime of these Services, such instruction might be executed in the subsequent runtime.
6. We will take reasonably practicable actions to ensure that our Online Access of DCNL Membership service system has sufficient security settings to control and manage risks in the operating system and provide these Services constantly, subject to the provisions of Article 8 hereof.
7. MEMBERS ACKNOWLEDGE AND AGREE THAT:
  - (a) DUE TO THE NEED FOR REGULAR MAINTENANCE AND OTHER REASONS, WE WILL HAVE THE RIGHT AT ANY TIME TO GIVE A NOTICE TO UNILATERALLY (1) ADD, DELETE, MODIFY OR SUSPEND ANY AVAILABLE FUNCTIONS OR THE CONTENT OF THESE SERVICES; (2) CHANGE THE RUNTIME; OR (3) SUSPEND, OR TERMINATE PART/ALL OF THESE

SERVICES. UNLESS OTHERWISE PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR LOSSES CAUSED BY THE FOREGOING ACTIONS.

- (b) UNLESS OTHERWISE PERMITTED BY US, MEMBERS MIGHT BE UNABLE TO SUSPEND OR TERMINATE SOME FUNCTIONS OF THE ONLINE Access of DCNL Membership SERVICES.
- (c) Modification, suspension and termination of these Services might have no effect on Member instructions we have received, which are likely to remain in effect.

## **VI. Identity Verification**

1. We may require different methods of identity verification (hereinafter referred to as “Identity Verification Information”) for different Online Access of DCNL Membership service channels, and/or different financial transactions, and/or other security considerations, including but not limited to one or more of the following identity verification methods:
  - Various Online Access of DCNL Membership service passwords, including but not limited to Phone Banking password, Online Banking password, query password, transaction password, and electronic advice password (also called “Login Code” in some cases), which are hereinafter collectively referred to as “Online Access of DCNL Membership Service Passwords” or simply “Passwords”;
  - Verification Codes;
  - Fingerprint identification passwords;
  - Face identification passwords;
  - Preset security questions and answers;
  - Personal information (the usernames, Phone Banking user numbers, expiry dates, CVV2 codes, ID documents and ID numbers, mobile phone numbers, fixed-line phone numbers, correspondence addresses and other Member information relating to these Services and used for verifying Members’ identity, which are set by Members/us, and/or recorded in databases of government or dcnl departments/databases of other banks/other commercial databases).

We may add, delete or change identity verification methods from time to time.

2. AS FOR FINANCIAL SERVICES REQUIRING NO IDENTITY VERIFICATION, MEMBERS ACKNOWLEDGE THE RESULTING CONVENIENCE AND FLEXIBILITY AND ARE AWARE OF AND WILLING TO ASSUME RELEVANT RISKS THAT MIGHT ARISE.

3. Members must comply with our requirements and use the Online Access of DCNL Membership Services through the identity verification method required by us or set by Members. ALL OPERATIONS PERFORMED AND PASSED BY IDENTITY VERIFICATION UNDER THE ONLINE BANKING SERVICES (INCLUDING ANY ONE OR MORE

ITEMS OF ACCURATE IDENTITY VERIFICATION INFORMATION SUFFICIENT TO PROVE A MEMBER'S IDENTITY) WILL BE DEEMED AS BEING PERFORMED BY THE MEMBER HIM/HERSELF AND ARE THE TRUE INTENTION OF THE MEMBER, AND THERE IS NO NEED TO GET ANY FURTHER WRITTEN OR OTHER FORM OF CONFIRMATION FROM THE MEMBER, EVEN IF SUCH OPERATIONS ARE SUBSEQUENTLY PROVED TO BE ACTUALLY NOT PERFORMED BY THE MEMBER IN PERSON.

4. When a Member dials our Phone Banking number or receives a call from our Phone Banking number, we may require the Member to verify his/her identity via Phone Banking password or query password or preset security questions, and the Member shall cooperate in the verification process.
5. As for certain financial services, we may unilaterally decide to ask a Member to use a mobile verification code (a one-time password generated and sent by us to the mobile number registered by the Member with us, hereinafter referred to as "Verification Code") to go through additional identity verification. MEMBERS CLEARLY UNDERSTAND THAT IF THE MOBILE PHONE USED FOR VERIFICATION OR THE MOBILE NUMBER REGISTERED WITH US IS LOST, STOLEN OR GOES OUT OF ACTUAL CONTROL OF MEMBERS, THIS MIGHT RESULT IN LEAKAGE OF IDENTITY VERIFICATION INFORMATION AND LOSS OF MEMBERS' FUNDS.
6. In case the Identity Verification Information input by a Member in his/her use of relevant Online Access of DCNL Membership Services is inconsistent with the information recorded by us, we shall have the right to freeze relevant Identity Verification Information (such as passwords), accounts and services of the Member, till the Member completes the identity verification, resets or modifies the relevant Identity Validation Information pursuant to relevant requirements of us.
7. Members may modify part of Identity Verification Information under these Services, but any such modification must be made pursuant to relevant requirements of us and shall not become effective until accepted by us. We shall have the right to perform identity verification of a Member before executing the Member's instruction to modify his/her Identity Verification Information.

## **VII. Authorization and Operation of Instructions**

1. Members warrant that instructions given in connection with these Services are accurate, adequate and complete. Unless Members have received our confirmation of receipt of such instructions, we shall not be deemed to have received such instructions. After receiving Members' instructions through these Services, we shall have the right to deduct relevant specified fees from Member accounts before executing relevant instructions.
2. MEMBERS UNDERSTAND AND AGREE THAT, UNLESS OTHERWISE PERMITTED BY US AND EXCEPT WHERE IT IS ACTUALLY PRACTICABLE, INSTRUCTIONS SENT BY MEMBERS THROUGH THESE SERVICES CANNOT BE WITHDRAWN OR REVOKED.
3. If Members require us to have the instructions withdrawn or revoked upon submission by them, we may (but have no obligation to) decide whether to effect such withdrawal or revocation in our sole discretion, and Members agree to bear all the costs and expenses incurred in such process. WE CAN EFFECT WITHDRAWAL OR REVOCATION ONLY TO THE EXTENT THAT WE CAN PRACTICALLY DO SO (FOR EXAMPLE, PERMITTED BY THE SYSTEM), AND WE DO NOT WARRANT SUCCESSFUL WITHDRAWAL OR REVOCATION.
4. IF WE THINK THAT WE HAVE RECEIVED AN INSTRUCTION NOT DULY AUTHORISED BY THE MEMBER, WE MIGHT USE A REASONABLE METHOD TO INSPECT WHETHER SUCH INSTRUCTION HAS BEEN AUTHORISED BY THE MEMBER, WHILE THE MEMBER SHALL COOPERATE.
5. IF WE REASONABLY SUSPECT THAT AN INSTRUCTION RECEIVED HAS NOT BEEN DULY AUTHORISED BY THE RELEVANT MEMBER, OR THE CONTENT OF THE INSTRUCTION RECEIVED BY US IS INCONSISTENT WITH THE INFORMATION RECORDED WITH US, OR THE IDENTITY VERIFICATION INFORMATION WE RECEIVE IS INCONSISTENT WITH OUR RECORDS, WE MAY:
  - (a) REFUSE TO EXECUTE OR REVOKE THE INSTRUCTION SUBMITTED THROUGH THESE SERVICES; AND/OR
  - (b) REQUIRE THE MEMBER TO PROVIDE A WRITTEN CONFIRMATION IN THE CASE OF A SPECIAL INSTRUCTION.

THE MEMBER SHALL UNDERSTAND AND AGREE THAT WE TAKE THE FOREGOING ACTIONS FOR THE SAKE OF TRANSACTION SECURITY, AND ACCEPT ANY INCONVENIENCE, DELAY OR LOSS ARISING THEREFROM.

6. IN CASE ANY OF THE FOLLOWING CIRCUMSTANCES ARISES ON THE DESIGNATED EXECUTION DATE OR WHEN THE RELEVANT TRANSACTION IS PERFORMED, WE SHALL HAVE NO OBLIGATION TO EXECUTE THE TRANSACTION INSTRUCTION OF THE MEMBER IN WHOLE OR IN PART, AND THE MEMBER MIGHT SUFFER RELEVANT LOSS OR DAMAGE:
  - (a) There are no sufficient funds in the designated account of the Member so that we cannot execute the instruction of the Member.

- (b) There are no sufficient funds in the designated account to pay any fee, expense or other sums payable by the Member to us.
  - (c) Execution of the Member's instruction will result in the balance in the designated account of the Member exceeding the credit amount or credit limit set by us with respect to the Member and/or his/her designated account.
  - (d) The transaction amount required in the Member's transaction instruction will exceed the limit and number of transactions set by us and/or the Member with respect to the Member and/or his/her designated account; or
  - (e) The designated account of the Member is closed, frozen or made unusable for any reason.
7. IF AN ERROR OCCURS TO A TRANSACTION INSTRUCTION WHEN WE ARE EXECUTING IT, THE RELEVANT MEMBER SHALL CONTACT US WITHIN 30 DAYS AFTER THE DATE WHEN THE MEMBER KNOWS OR OUGHT TO KNOW THAT SUCH ERROR OCCURS, OTHERWISE THE MEMBER SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND ACCEPTED OUR EXECUTION, AND SHALL ASSUME THE RELEVANT CONSEQUENCES ARISING THEREFROM.

8. Pursuant to the provisions of relevant laws and regulations, if a Member makes payment through these Services (THE MEMBER'S ACT OF GIVING PAYMENT INSTRUCTIONS TO REALIZE CURRENCY PAYMENT AND FUND TRANSFER VIA ONLINE BANKING AND PHONE BANKING, ETC, HEREINAFTER REFERRED TO AS "ONLINE PAYMENT"), the Member shall comply with the following provisions:

- (a) The Member shall activate the Online Payment function under these Services pursuant to the procedure (if any) specified by us and designate the account used for Online Payment.
- (b) The Member understands and accepts that some Online Access of DCNL Membership Services have contained the Online Payment function, so after such Online Banking Services are activated, we shall have the right (rather than obligation) to obtain separate confirmation of the Member to activate the Online Payment function in such Online Banking Services;
- (c) The Member shall ensure the payment ability of the account used to process the Online Payment business; and
- (d) Unless otherwise permitted by us, all Online Payment transaction instructions shall go through identity verification.

### **VIII. Risk Warning and Liability Provisions**

1. Members clearly understand and agree that the use of Online Banking Services, such as the transmission of instructions, information or communications via the Internet, telephone communication networks, wireless networks, other open public networks or private networks will increase the risks of error, security, privacy and fraud, including but not limited to the following:
- Any error, delay or time difference during the transmission of instructions or notices;
  - Negligence or omission to execute any order or requirement set forth in instructions or notices;

- Existence of any unclearness in instructions or notices or our possible misunderstanding of the content of such instructions or notices;
- Any misuse of Members' systems by Members or other persons;
- The risk that any third party acquires personal information of Members or uses accounts of Members through these Services due to any reason attributable to Members;
- Any of our misunderstandings or errors in terms of identity verification;
- The risk that instructions pass our identity verification and are deemed to be submitted by Members personally but they are actually submitted by others using Members' usernames, passwords or Verification Codes and are executed;
- The risk that instructions or notices alleged to be given by Members while are actually not authorised by Members; and/or
- Any fraud or imposture by any person.

MEMBERS UNDERSTAND AND AGREE THAT, WE WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY OF ANY INSTRUCTION OR NOTICE UNDER THESE SERVICES, OR ASSUME LIABILITY FOR ANY ERROR, LACK OF RELIABILITY OR SECRET LEAKAGE IN ANY SUCH INSTRUCTION OR NOTICE. NEVERTHELESS, MEMBERS ARE WILLING TO ACCEPT RELEVANT RISKS AND BE BOUND BY SUCH INSTRUCTIONS OR NOTICES. WE SHALL NOT BE HELD LIABLE FOR THE LOSSES OR DAMAGES SUFFERED BY MEMBERS OR ANY THIRD PARTY, EXCEPT DUE TO OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

2. WITH RESPECT TO ALL CLAIMS, LEGAL PROCEEDINGS, LEGAL LIABILITIES, LOSSES DIRECTLY OR INDIRECTLY ARISING FROM OUR ACTING UPON THE INSTRUCTIONS OR NOTICES OF MEMBERS AND/OR ARISING FROM ANY OF THE FOLLOWING CIRCUMSTANCES, AS WELL AS ALL THE EXPENSES (INCLUDING LEGAL COSTS) INCURRED BY US IN EXERCISING OR ENFORCING OUR RIGHTS (INCLUDING SEEKING RECOVERY FROM MEMBERS), MEMBERS AGREE TO SOLELY BEAR SUCH EXPENSES AND UNDERTAKE TO FULLY INDEMNIFY US AGAINST SUCH LOSSES AND EXPENSES INCURRED BY US UPON REQUEST OF US:

- (I) THE RELEVANT MEMBER DOES NOT RECEIVE A VERIFICATION CODE; (II) THE VERIFICATION CODE IS SENT TO ANOTHER PERSON; (III) WE DO NOT RECEIVE THE INSTRUCTION SENT BY THE MEMBER THROUGH THESE SERVICES; OR (IV) OTHER CIRCUMSTANCES ARISE, BECAUSE THE MOBILE NUMBER DESIGNATED BY THE MEMBER IS WRONG OR OUT OF SERVICE,



THE MOBILE PHONE USED FOR VERIFICATION IS LOST AND DUE TO OTHER REASONS UNATTRIBUTABLE TO US;

- (I) ELECTRONIC ADVICE PASSWORD IS LOST; (II) THE MEMBER DESIGNATES A WRONG EMAIL ADDRESS; OR (III) ELECTRONIC ADVICE AND RELEVANT PASSWORDS ARE NOT RECEIVED SUCCESSFULLY DUE TO THE DESIGNATED EMAIL ADDRESS; AND
- CHANGES IN THE MOBILE NUMBER, EMAIL ADDRESS OR OTHER RELEVANT INFORMATION REGISTERED BY THE MEMBER WITH US HAVE NOT BEEN NOTIFIED TO US IN A TIMELY MANNER.

FOR PURPOSES OF THIS ARTICLE, THE MEMBER AUTHORISES US TO DEDUCT ANY SUM FROM ANY ACCOUNT OPENED BY THE MEMBER WITH US TO PAY THE SUMS REQUIRED TO INDEMNIFY US AS MENTIONED ABOVE.

3. MEMBERS UNDERSTAND AND ACCEPT THAT WHEN ANY OF THE FOLLOWING CIRCUMSTANCES ARISES, OR MEMBERS USE THESE SERVICES IMPROPERLY, OR OTHER CIRCUMSTANCES BEYOND OUR CONTROL ARISE, THAT MIGHT RENDER THESE SERVICES UNUSABLE NORMALLY OR AT ALL, OR WE FAILS TO ACT OR DELAYS IN ACTING UPON THE INSTRUCTIONS OR NOTICES UNDER THESE SERVICES, MEMBERS MIGHT SUFFER RELEVANT LOSSES:

- (a) ANY EQUIPMENTS/SYSTEMS USED BY MEMBERS ARE INCOMPATIBLE WITH THE SYSTEM REQUIRED FOR THESE SERVICES;
- (b) TRANSMISSION OR COMMUNICATION FACILITIES ARE DAMAGED OR FAIL DUE TO ANY REASON, OR TRANSMISSION OR COMMUNICATION IS IMPOSSIBLE OR DELAYED OR ERRONEOUS DUE TO ANY OTHER REASON;
- (c) USE DEMAND EXCEEDS SYSTEM LOAD OR SYSTEM LIMIT, OR THE SYSTEM OR NETWORK FAILS;
- (d) HACKER ATTACK, SYSTEM FAILURE, COMMUNICATION FAILURE, NETWORK CONGESTION, POWER SUPPLY SYSTEM FAILURE, COMPUTER VIRUS AND MALICIOUS PROGRAM;
- (e) Any machine, system or communication error, industrial dispute or any other circumstance beyond our control, so that these Services are unusable in whole or in part, or instructions submitted by Members cannot be executed at all or executed timely or accurately.

4. IF MEMBERS ACCESS THESE SERVICES THROUGH ANY THIRD PARTY SERVICE NOT CONTROLLED BY US OR ACCESS SUCH THIRD PARTY SERVICE THROUGH THESE SERVICES, OR OBTAIN VERIFICATION CODES OR OTHER ONLINE BANKING SERVICE PASSWORDS THROUGH ANY SERVICE NOT CONTROLLED BY US, OR SUFFER ANY LOSSES DUE TO THE USE OF SUCH THIRD PARTY SERVICE, WE SHALL NOT BE HELD LIABLE.

Members should assert their relevant rights against third party service providers pursuant to the terms and conditions of service of such third parties.

5. Daily maximum amount of transactions through Online Banking (“Daily Maximum Limit”) for each Member is as below.
  - a. Personal saving a/c Members: 05
  - b. Premium saving a/c Members: 08
  - c. Deposit A/c Holder Members: 05
6. The amount of single remittance and cumulative amount of remittance per day through Online Fund Transfer service or Overseas Telegraphic Transfer service for each Member cannot exceed limits is as below:
  - a. Personal Saving A/c Members: Rs. 5000/-
  - b. Premium Saving A/c Members: Rs. 10,000 equivalent.
  - c. Deposit A/c Holder Member: Rs.1,00,000 equivalent.
7. Cumulative amount of Intra-DCNL Fund Transfer to 3rd party (i.e., “To a Local Account” transfers), CUP Online Payment, Bill Payment (i.e., “Pay Bills” transfers) service per day cannot exceed Daily Maximum Limit. The total transactions of Intra-bank Fund Transfer to 3rd party and Interbank Fund Transfer per day cannot exceed 10. Yearly Maximum Limit of transactions through Online Banking is calculated as numbers of calendar days in the current year multiple Daily Maximum Limit. The above-mentioned transaction limits should be the limits on the provision published date; we might vary the limits from time to time, the actual limits shall be subject to actual operations and operational environment under Online Access of DCNL Membership Services
8. You can customize your daily transaction limit in this “Change Funds Transfer Limit” section. The limit can be adjusted to any amount below or equal to the Maximum Limit.
9. If you would like to increase New Daily Limit above Existing Limit, you will be required to pass One-Time Password (OTP) verification.
10. To avoid transaction failure, please ensure that the daily transaction limit is above amount of transactions to be submitted.
11. Member understands and agrees that dcnl may suspend or terminated all / part of Online Access of DCNL Membership Services for risk control purposes.

### **IX. Security Guarantee**

1. Members shall properly keep their mobile phones used to receive Verification Codes (hereinafter referred to as “Mobile Phones for Verification”), Identity Verification Information, electronic advice passwords (if any) sent by us to the email boxes designated by Members, and so on.
2. Members are aware that they might suffer losses for any leakage of their Identity Verification Information to others. MEMBERS AGREE TO BEAR RELEVANT RISKS THAT THEIR IDENTITY VERIFICATION INFORMATION MIGHT BE USED BY UNAUTHORISED PERSONS OR USED FOR UNAUTHORISED PURPOSES, AND BEAR RELEVANT LOSSES CAUSED BY THE LEAKAGE OF SUCH INFORMATION.

3. Once a Member knows or suspects that his/her Identity Verification Information is known to any unauthorised person, the Mobile Phone for Verification is lost, or any unauthorised person uses these Services impersonating the Member, the Member shall notify us by dialling the telephone number designated by us, and require us to suspend or terminate all/part of Online Access of DCNL Membership Services (to the extent that such services can be suspended or terminated). EXCEPT WHERE WE HAVE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, BEFORE WE ACCEPT THE MEMBER'S SUSPENSION OR TERMINATION INSTRUCTION, WE WILL NOT BE HELD LIABLE FOR ANY LOSS ARISING BECAUSE ANY UNAUTHORISED PERSON USES THESE SERVICES IMPERSONATING THE MEMBER OR THESE SERVICES ARE USED FOR UNAUTHORISED PURPOSES.
4. Members shall modify their Online Access of DCNL Membership service passwords on a regular basis or as required by the system, and do not use any Online Access of DCNL Membership service password that had ever been used.
5. When a Member sets or changes his/her password, the Member must not use a password that can be easily guessed by a third person to give such third person the opportunity to use these Services impersonating the Member; for example, the Member shall avoid using his/her or anyone else's birthday, ID card number, telephone number, repeated or consecutive numbers or characters as password.
6. At any time, Members must take all reasonable actions to ensure the security of passwords. Members must ensure that they will not disclose their passwords to any other persons, including our staff as well as persons providing assistance at technical information desk. Members shall not record their passwords in order to prevent others from obtaining passwords easily.
7. If a Member inadvertently discloses his/her password or suspects that anyone else knows his/her password, the Member must change the password immediately through these Services. If the password cannot be changed, the Member must notify us immediately through Phone Banking service.
8. If a Member finds/suspects that anyone else knows his/her Verification Code, the Member shall immediately exit/log out of these Services to make the Verification Code invalid, and notify us immediately.
9. If a Member finds that there is any transaction not duly authorised by him/her in any of his/her accounts/services, the Member must notify us immediately via Phone Banking. Therefore, the Member must often check all his/her accounts/services to check for such transactions.
10. MEMBERS SHALL USE THESE SERVICES PERSONALLY AND SHALL NOT ALLOW ANY PERSON TO USE THESE SERVICES ON THEIR BEHALF.
11. In their use of these Services, Members shall not leave relevant computer devices or electronic service equipment, no matter whether such equipment is provided by us, and Members shall ensure that they log out of the Online Access of DCNL Membership service system before leaving such equipment.

12. Members shall not operate these Services by using terminals connected to local area network (LAN) (such as in an office environment where it is impossible to ensure that no one can observe or duplicate Members' operations and receive these Services impersonating Members).
13. We may otherwise provide Members with security tips. Members must ensure that they use the services safely according to the security requirements provided by us to Members (in whatever form).
14. Members shall take all reasonably practicable actions to ensure that the computers or other devices used by them for these Services are free of any computer viruses or similar devices or software, including but not limited to equipment regarded as software bombs, Trojan horses or worm viruses. These Services can be used via the Internet or other communication channels (as appropriate) but we are unable to control public systems, so Members must ensure that the computers or other devices they use for these Services have been provided with sufficient virus protection.

#### **x. Service Software and Ownership**

1. Every time Members use these Services, the system might automatically provide the Members with corresponding software to enable them to use these Services normally. In addition, we may also provide service software in other methods. Members must ensure that such software is compatible with the computers or other devices used by Members for these Services and other software on such devices. WE WILL NOT ASSUME RELEVANT LIABILITY FOR THE LOSSES SUFFERED BY MEMBERS DUE TO INCOMPATIBILITY OF SOFTWARES.
2. With respect to any service software and other materials or information provided by us in connection with Members' use of these Services, Members only have a non-transferrable, temporary and non-exclusive right to use the same and may only use for these Services. We or any other third party shall have absolute ownership of the foregoing service software and other materials or information provided to Members. Such software, materials and information contain information valuable for us or such other third party, so Members shall not commit any act detrimental to the rights of us or such third party, including but not limited to:
  - Use such software, materials and information for any purpose other than these Services;
  - Duplicate, sell, distribute, commercial lease out, authorise, license or transfer the same for use by others;
  - Perform de-compilation, reverse engineering, input or compilation of service software

#### **XI. Online Banking Service Records**

1. Members can inquire about Online Payment transaction records for no more than one year through these Services.

2. In order to reduce relevant risks incidental to execution of instructions, Members agree to:

- Authorise us to make audio and video records of all telephone conversations between Members and us in connection with these Services;
- Authorise us to record all instructions submitted by Members through these Services, in writing, audio recording, video recording or in any other form determined by us from time to time.

3. We shall have the right to record matters in connection with Online Access of DCNL Membership Services (including but not limited to electronic records in our system, and written records, video records and telephone records kept by us) and use such records as effective basis of Online Access of DCNL Membership Services. Such records shall remain property of us, and we may process, keep, delete and use such records at any time for any purposes and according to any procedure; unless otherwise permitted by us, Members shall have no right to obtain such records and the copies and/or photocopies thereof.

## **XII. Fees**

1. Members shall pay relevant fees for these Services on time and in full according to the charging requirements published by us. Charging standards and requirements shall be subject to the charging requirements as published or notified by us from time to time.
2. We will modify charging standards and requirements for these Services by making announcements or issuing notices on our website or other ways, and Members may choose whether to accept the modified charging standards and requirements. If Members refuse to accept the modified charging standards and requirements, they may give written notices to us to demand termination of all/part of Online Banking Services pursuant to relevant procedures (if any) of us. In case Members do not explicitly require us to terminate all/part of Online Banking Services and continue to retain or use these Services upon effectiveness of the modified charging standards and requirements, they will be deemed to have accepted the updated content.

## **XIII. Applicable Law and Dispute Resolution**

1. The Terms and the interpretation thereof shall be governed by the laws of the INDIAN GOVERNMENT
2. Any dispute arising under the Terms shall be resolved by Members and us through friendly negotiation, failing which, either Party may submit the dispute to the JAIPUR court of competent jurisdiction in the place where we are located for resolution by litigation. The Terms shall not exclude and limit the right of Members and us to choose any other court of competent jurisdiction, and if such other court is going to be chosen, Members and we may agree upon the choice by entering into supplementary terms.

## **XIV. Miscellaneous**

1. All clauses hereunder are independent of each other. The invalidity, illegality or unenforceability of any clause shall not affect or prejudice the legality or

enforceability of the remaining clauses. In such case, we shall have the right to modify such invalid, illegal or unenforceable clause pursuant to the provisions of applicable laws and regulations and relevant industry practices, so as to make it fair and lawful.

2. Our failure to exercise or delay in exercising any right or remedy hereunder shall not constitute a waiver of such right or remedy nor preclude us from continuing to exercise such right or take such remedy or any other right or remedy.
3. Unless otherwise specified herein, we may suspend, or at any time and from time to time, amend the Terms and/or add new clauses. Termination, or any amendment of and/or any addition to the Terms shall become effective as of the designated date after we provide reasonable notice/announcement to Members. If Members refuse to accept relevant amendment and/or addition, they may give written notices to us to apply for termination of all/part of Online Access of DCNL Membership Services pursuant to relevant procedures (if any) of us. If Members do not explicitly require us to terminate all/part of Online Access of DCNL Membership Services and continue to retain or use these Services ON OR AFTER THE EFFECTIVE DATE OF SUCH AMENDMENT AND/OR ADDITION, SUCH AMENDMENT AND/OR ADDITION SHALL BECOME BINDING UPON MEMBERS.
4. The Terms shall serve as supplementary terms to the <Terms and Conditions of DCNL Accounts and Services>, and/or the <Terms and Conditions of LOan Card (Personal Card) of Dreamland City Nidhi Ltd>, and the Collection and Use Terms of Dreamland City Nidhi Limited>. In case the Terms conflict in any way with the <Terms and Conditions of DCNL Accounts and Services>, and/or the <Terms and Conditions of Loan (Personal Card) of Dreamland City Nidhi Limited>, and the Collection and Use Terms of Dreamland City Nidhi Limited>, the Terms shall prevail with respect to Personal Online Access of DCNL Membership Services.

Dcni online Access of DCNL Membership Services comes into effect as of 1<sup>st</sup> SEP- 2020.

5. If the Terms have an English version, such English version shall be intended for reference only; in case of any inconsistency between the English version and the HINDI version, the HINDI version shall prevail.
6. The Terms are amended and published on our official website [www.DCNL.IN](http://www.DCNL.IN) in July 2020, and the Terms, as amended, will take effect as of 1<sup>st</sup> August 2020. As of the date of effectiveness, unless otherwise notified by us, the Terms will supersede all previous terms (if any) in respect of these Services.