



**BUSINESS BANKING (CORPORATE) -INTERNET BANKING TERMS AND CONDITIONS**

**1 INTRODUCTION TO OUR INTERNET BANKING SERVICE**

1.1 Our agreement with you to provide you with **Internet banking services** consists of:

1.1.1 these **Internet banking service** Terms and Conditions (**Terms**);

1.1.2 any other Specific Terms and Conditions which apply to the Accounts you hold with us and access using our **Internet banking service**;

1.1.3 our General Terms and Conditions; and

1.1.4 our Application Form signed by you.

The words and phrases used in bold in these Terms have the same meanings as those shown in section 1 of our General Terms and Conditions. In addition, the following words and phrases are also printed in bold type in these Terms as they have a special meaning which is explained here.

1.2 In these Terms:

1.2.1 **Internet Banking Service** means the Baroda Connect **Internet banking service** available through our Website to customers of our UK branches. This **Internet banking service** is available either with **View rights** only or **Transaction rights**, depending on what we have agreed with you on your Accounts.

1.2.2 means the security code sent to you the first time that you sign onto the **Internet banking service** and each time you log in after that using a computer you have not used to access the service before which you must enter in order to access the **Internet banking service**.

1.2.3 **Sign-on Password** means the password which you must enter each time you access the **Internet banking service**.

1.2.4 **Security Questions** means the selection of questions you will be asked when logging into the **Internet banking service** as further described in clause [2.3](#)

1.2.5 Tracker **ID** means the security code that must be entered to confirm the registration of a new payee.

1.2.6 Transaction **Password** means the password which you must enter in order to confirm any instruction you give us.

1.2.7 **Transaction Rights** means the rights to use the **Internet banking service** to carry out transactions on your Accounts as well as to view your Accounts.

1.2.8 **User** means any person nominated in our Application Form signed by you (or otherwise) who is authorized by you from time to time to use the **Internet banking service**.

1.2.9 **User ID** means the **user** name which we send to you which you will require to sign on to the **Internet banking service**, register a payee and/or carry out a transaction.



1.2.10 View **Rights** means the **Internet banking service** whereby you can view your Accounts but do not have **Transaction rights**.

1.3 Your and any **User's** use of our **Internet banking service** is also subject to our Privacy Policy, which explains how we collect, use and share your and their personal information. Copies are available in our branches and can be provided on request.

1.4 Each **User** authorized by you will be able to use the **Internet banking service** to access Account(s) held by you as designated in the Application Form in order to view your Account information. If we have provided you with **Transaction rights**, **Users** may also be able to use the **Internet banking service** to provide us with instructions, including payment instructions other than for loan and term deposit accounts, in relation to those Account(s) in accordance with their mandate.

1.5 You can cancel or amend a **User's** authority by writing to us. We will require an original or certified copy of the document evidencing the appropriate authority (for example a board resolution for companies) for the individual to apply for the amendment or cancellation along with the original completed application form.

1.6 **Users** will usually be able to access our **Internet banking service** at any time. However, there may be times when it is temporarily unavailable, for example, if we have to carry out emergency or routine maintenance or systems upgrades. If this happens, we will work to re-establish the provision of our **Internet banking service** as soon as possible.

1.7 In order to access our **Internet banking service**, **Users** will need to have access to a computer and the internet. The computer and internet service **Users** use must meet any reasonable requirements we may set.

1.8 It is also a condition of the **Internet banking service** that **Users** must have a mobile telephone capable of receiving text messages from us. **Users** will need to provide us with their mobile telephone number so that we can send text messages to them for the purpose of enabling them to access the **Internet banking service**.  
If:

1.8.1 a **User** changes his/her mobile telephone number, he/she must tell us as soon as reasonably possible by completing the appropriate form which is available on our Website and taking it into your Account maintaining branch where we will update our records immediately. **Users** may not be able to access the **Internet banking service** or make transactions (if applicable) until we have received their correct mobile telephone number and have updated our systems with their new number.

1.8.2 a **User** loses his/her mobile telephone, it is stolen or he/she suspects it is being used without his/her permission, the **User** must tell us immediately and we may suspend his/her use of the **Internet banking service** until the matter has been resolved. Please see clause 5 of these Terms below for more details on when we may suspend a **User's** use of the **Internet banking service**.

1.9 You must use, and ensure that all **Users** use, the **Internet banking service** in accordance with these Terms, the General Terms and Conditions and any Specific Terms and Conditions which apply to your Account(s).

1.10 Please read these Terms and keep a copy of them in a safe place for your future reference. We can provide you with additional or up to date copies of these Terms (and any other documents which form part of the contract between you and us) on request.



## 2 SECURITY

2.1 We will send each new **User** nominated by you to use the **Internet banking service** their **User ID** by post (to your communication address). He/she will need to collect his/her **Sign-on password** and **Transaction password** from your Account maintaining branch.

2.2 In order to access the **Internet banking service**, **Users** must log in using their **User ID** and **Sign-on password**. The first time that they log in to the **Internet banking service** and for any time they log in after that using a computer they have not used to access the **Internet banking service** before we will prompt them to enter their mobile telephone number and send them a **One time password** which they will need to enter to confirm their identity. They will need to enter the **one time password** as prompted on screen in order to access the **Internet banking service**. Each **One time password** can only be used once and will expire shortly after we have sent it to you.

2.3 When a **User** logs in for the first time, he/she will have to change his/her **Transaction password** and **Sign-on password**. If you have **Transaction rights** on your Account, he/she will be asked to set up a number of **Security questions** for which he/she must provide corresponding responses.

2.4 **Users** can change their **Transaction passwords** at any time by following the ["Change Your Password"] option in the secure area of the **Internet banking service**. When **Users** change their **Transaction password**, it must be to a new password which they have not used to access the **Internet banking service** before.

2.5 If a **User** forgets his/her Sign-On or **Transaction password**, he/she must request a new one by completing the appropriate form available on our Website and collecting his/her new **Transaction password** from your Account maintaining branch.

2.6 If a **User's Sign-on password** is blocked and you have **Transaction rights** on your Account, he/she will be able to unblock it by answering his/her **Security questions**. Otherwise the same process as set out in clause [2.5](#) applies.

2.7 You will ensure that all **Users** take reasonable precautions to keep their **User ID**, **Sign-on password**, **Transaction password** or any **One time password** or **Tracker id** we send to them, under these Terms, safe. These precautions include:

2.7.1 never writing their **User ID**, **Sign-on password**, **Transaction password** or any **One time password** or **Tracker id** we send to them down in a way which can be understood by another person;

2.7.2 not choosing a **Transaction password** which may be easily guessed by another person;

2.7.3 taking care to ensure that no-one else hears or sees their **User ID**, **Sign-on password**, **Transaction password** or any **One time password** or **Tracker id** we send to them when they use them;

2.7.4 keeping their **User ID**, **Sign-on password**, **Transaction password** or any **One time password** or **Tracker id** we send to them unique to the **Internet banking service** they use with us;

2.7.5 not telling anyone **User ID**, **Sign-on password**, **Transaction password** or any **One time password** or **Tracker id** we send to them. This includes us as we will never ask for a **username** and password;

2.7.6 telling us as soon as reasonably possible if they think someone else knows their **User ID**, **Sign-on password**, **Transaction password** or any **One time password** or **Tracker id** we send to them. If they think someone else knows their **Transaction password**, they should change it immediately;



2.7.7 keeping their computer secure by using anti-virus, anti-spyware and firewall software;

2.7.8 never accessing our **Internet banking service** through a link sent to them in an email and logging on using their **User ID** and **Sign-on password** and, if requested, a **one time password** we send to them. **Users** should always access our **Internet banking service** by typing in our web address into their web browser;

2.7.9 never using a computer which can be used by other people without first making sure no-one is able to observe them and logging out and closing the browser once they have finished using our **Internet banking service**;

2.7.10 once they have logged in, not leaving the computer or allowing another person to use it until they have logged out of our **Internet banking service**; and

2.7.11 not recording any **User ID**, **Sign-on password**, **Transaction password** or any **One time password** or **Tracker id** we send to them on software which retains it automatically (such as “save password” features on an internet browser).

2.8 You must tell us without delay if:

2.8.1 a **User's User ID**, **Sign-on password**, **Transaction password** or any **One time password** or **Tracker id** we send to him/her is lost or stolen, or he/she suspects that someone else has used or tried to use them without your or his/her authorization; or

2.8.2 you or a **User** becomes aware of any incorrectly executed instructions or any unauthorised transaction on your Account(s)

by:

- contacting your Account maintaining branch during office hours by telephone;
- emailing us at [barodaconnect.uk@bankofbaroda.com](mailto:barodaconnect.uk@bankofbaroda.com);

2.9 Both you and the relevant **User** will assist us, our agents or the police in the investigation of any unauthorised use of the **Internet banking service**.

### 3 INSTRUCTIONS AND MAKING TRANSACTIONS

3.1 If a **User** provides his/her **User ID**, **Sign-on password**, **Transaction password** and, if required, any **One time password** or **Tracker id** we have sent to your mobile telephone to access the **Internet banking service** and you have not notified us under clause [2.8](#) of these Terms, we will assume we are dealing with an authorized **User** and will act on any instruction (including relating to the making of payments out of your Account(s)) without getting further confirmation from you.

3.2 You are responsible for ensuring that any instructions given by **Users** are accurate and complete and achieve your intended purpose. We will not be liable for any loss or delay caused by **Users** providing incomplete or inaccurate instructions.

3.3 We may refuse to act on instructions **Users** give to us through the **Internet banking service** if:

3.3.1 you do not have available funds to make the payment or have exceeded a limit we or you have applied to your Account or **Users'** use of our **Internet banking service** (such as the limits set out in clause [3.11.1](#));



3.3.2 the payment instruction is not clear or a **User** has not provided us with the correct payment details;

3.3.3 there is a legal requirement or a court or other authority tells us to act in that way;

3.3.4 we reasonably believe that someone else may have rights over money in your Account (in this case we can also ask (or require you to ask) a court what to do, or do anything else we may reasonably need to do to protect us); or

3.3.5 any other reason set out in our General Terms and Conditions or the Specific Terms and Conditions which apply to your Account(s).

3.4 Unless the law prevents us from doing so, we will try to contact you to tell you that we are refusing to act on a payment instruction. We will do this at the earliest opportunity but in any case by the time the payment should have reached the bank a **User** has asked us to make the payment to.

3.5 **Users** may use our **Internet banking service** to subscribe for alerts relating to your Accounts and any transaction on those Accounts which will be sent to their mobile telephone.

3.6 If you have **Transaction rights**, **Users** may use our **Internet banking service** to transfer funds between the Accounts you hold with us, to transfer funds to accounts you hold with other institutions or to accounts held by other people. They can do this by making one off transactions from your Account(s) or scheduling a future payment. They will not be able to transfer funds out of any loan or term deposit Accounts you hold with us.

3.7 If a **User** would like to set up a new payee, he/she must follow the “Add a Beneficiary” link in the secure area of the **Internet banking service** and follow the onscreen instructions. We will send to that **User's** mobile telephone a **Tracker id** which he/she must enter on screen to confirm that he/she wants to set up the new payee.

3.8 In order to instruct us to make a payment out of your Account, **Users** must:

- log in to the **Internet banking service** using their **User ID** and **Sign-on password** and, if applicable, the **One time password** we send to their mobile telephone;
- select the payee from the drop-down list of registered beneficiaries on-screen;
- select the payee's account into which the payment is to be made; and
- authorize the transaction by entering their **Transaction password**

3.9 Once a **User** has instructed us to make a payment out of your Account using the **Internet banking service**, you or a **User** may only cancel that payment instruction in accordance with the following:

3.9.1 If a **User** instructs us to make a one off transfer to another account, this will be treated by us as a request to make an immediate payment and you will not be able to cancel it. This is because we start to process these instructions immediately.

3.9.2 You or a **User** can cancel a scheduled future payment using the **Internet banking service** at any point before the payment is made.

3.10 You or a **User** can cancel a cheque which has not yet been drawn on your Account. You can do this provided we receive your request to cancel the cheque before the cheque is presented to us for payment.

3.11 The timescales for processing payments **Users** ask us to make using our **Internet banking service** will



be as follows and are on the basis that we receive your instruction before the Cut-off Time on a Working Day:

3.11.1 Payments made to another account held by you or another person with us will reach the recipient's account immediately.

3.11.2 Payments made to another account held in the UK will reach the recipient's account:

- For payments made by CHAPS no later than the next Working Day after the day on which you request we make the payment provided we receive the request before the Cut-Off Time; or
- For payments made by Faster Payments no later no later than the next Working Day after the day on which you request we make the payment

3.11.3 For payments made to an account held outside of the UK (when this service becomes available as part of the **Internet banking service**):

- If you ask us to make a payment to a person with an account at a bank in the EEA, other than in the UK, and the payment is in Euro, the payment will reach the other bank no later than three Working Days after we received the payment instruction.
- For payments in other EEA currencies to countries within the EEA, the payment will reach the other bank no later than four Working Days after we received your payment instruction. The bank receiving the payment from us is required by law to pay it into its customer's account on the day it receives the payment from us.
- If you ask us to make a payment to a person in another currency or with an Account at a bank outside the EEA, we will give you an indication of the date on which the payment is likely to be received by that bank. This does not mean that the recipient will receive the payment on the same day. This will depend on the banking practice of the country concerned.
- We will use our Standard Exchange Rate for selling the relevant currency unless we tell you a different rate applies when you ask us to make the payment. If you make a Sterling payment, we cannot control the exchange rate applied by the foreign bank.
- When you ask us to make international payments, these may be subject to charges. Please refer to our Schedule of Charges for further details
- In making an international payment we are acting for you as your agent. You will have to comply with any relevant local laws and you agree to hold us harmless against all obligations and responsibilities we incur as a result of acting for you.
- There may be delay in carrying out the payment instructions, while monitoring and/or fraud prevention checks takes place, as required by law.

3.12 There are limits on the amount of funds a **User** can transfer in any single transaction as well as limits on the amount of funds you can transfer from your Accounts using the **Internet banking service** in any one day, week, month and year. We will set those limits from time to time and let you know what they are by post, email, by text message to your mobile telephone or by adding a message to your monthly statements. There are also limits on the amount of funds you can transfer from your sterling Account to another account held in a different currency (when this service becomes available as part of the **Internet banking service**). We may agree to, at our discretion, increase these limits upon receiving your specific request in writing for details of the exchange rates which will apply in relation to payments made to accounts held in other



currencies, please see our General Terms and Conditions.

3.13 You may also be able to set limits on amount of funds a single **User** can transfer in any single transaction without further authorization from you or a designated Primary **User**.

3.14 If you cancel a **User**'s authority under clause [1.5](#) then, unless you instruct us otherwise, we will process any outstanding instructions which were authorized by the **User** before you notified us of the cancellation.

#### 4. UNAUTHORISED TRANSACTIONS

4.1 Our liability for unauthorised transactions in relation to the **Internet banking service** is as set out in clause 9 of our General Terms and Conditions and those conditions shall be read so as to include the use of the **Internet banking service** to make a payment.

4.2 We will not be liable for any unauthorised transactions on your Account executed through the **Internet banking service** if you or a **User** have:

- acted fraudulently; or
- with intent or with gross negligence in failing to comply with clause(s) [2.7](#) and/or [1.9](#) and/or [2.8](#)

#### 5. SUSPENDING THE INTERNET BANKING SERVICE

5.1 A **User** will not be able to use our **Internet banking service** if we have suspended his/her ability to use it. We can do this if we reasonably consider it necessary for reasons relating to:

5.1.1 the security of a **User's User ID, Sign-on password, Transaction password** or any **One time password** or **Tracker id** we send to them or if you [or they] tell us his/her mobile telephone has been lost, stolen or is otherwise being used without his/her consent;

5.1.2 suspected unauthorised or fraudulent use of your **User ID, Sign-on password, Transaction password** or any security code we send to your mobile telephone or your mobile telephone itself; or

5.1.3 a significant increased risk that you may be unable to pay any money you owe us on any of the Accounts you hold with us and you can use our **Internet banking service** to increase the amount of money you owe us.

5.2 Unless the law prevents us from doing so or we believe it would undermine our security measures, we will try to contact you by telephone or writing in advance to tell you that we have done this and our reason for doing so. If we are unable to tell you in advance, we will tell you as soon as possible afterwards.

#### 6. VARYING THESE TERMS

6.1 We may from time to time vary these Terms for the following reasons:

6.1.1 if the change is favorable to you;

6.1.2 to comply with our legal obligations;

6.1.3 to reflect changes in general banking practice;

6.1.4 to reflect regulatory changes;



6.1.5 where required to do so, or to reflect a decision or recommendation as the result of any ruling by a competent court or other law enforcing body; or

6.1.6 to reflect changes in costs associated with the relevant technology, the costs we pay to others in relation to the **Internet banking service** and/or our costs in providing the **Internet banking service**.

6.2 We will tell you about any changes to these Terms and when they come into effect by sending a notice with your statement, by writing to you by post, email or sending you a message in the secure area of the **Internet banking service**.

6.3 If we decide to make any changes to these Terms we will give you 60 calendar days' notice of the change. If we make any changes to these Terms which do not disadvantage you, we may make the changes immediately and tell you about them within 60 calendar days of having done so.

6.4 If the changes are not to your advantage, you may wish to terminate your use of our **Internet banking service**. For further information on how to terminate these Terms and the consequences of doing so, please see clause 7 of these Terms.

## 7. CANCELLING AND TERMINATING THE INTERNET BANKING SERVICE

7.1 You may cancel your **Internet banking service** within 14 days starting with the day after the day on which you register for our **Internet banking service**. You can do this by writing to your Account maintaining branch or going into your branch and informing a cashier

7.2 You can end these Terms at any time by writing to your Account maintaining branch or going into your branch and informing a cashier. Your termination of these Terms will also be treated as termination of any Accounts you hold with us which can only be accessed through our **Internet banking service**.

7.3 We may end these Terms:

7.3.1 by giving you 2 months' personal notice.

7.3.2 Immediately if:

7.3.2.1 you are, or we reasonably consider you to be:

- using or obtaining, or allowing someone else to use or obtain, a service or money illegally;
- acting fraudulently; or
- behaving improperly.

7.3.2.2 We reasonably consider that by continuing the provision of the **Internet banking service**:

- we may break a legal requirement or a court order or other authority;
- we are or may be exposed to action from any government or regulator; or
- You have seriously or persistently broken these Terms in any other way.



बैंक ऑफ़ बड़ौदा **Bank of Baroda**

## 8. GENERAL

8.1 We do not currently charge for using our **Internet banking service** although you may be charged for using specific functionalities such as making certain types of transactions. Please see our Schedule of Charges for more details. We may introduce a charge for our **Internet banking service** in the future.

8.2 All notices given to you under these Terms (including any changes to these Terms) will be given to you personally and this may include by post, email or by sending you a message via the **Internet banking service**.

8.3 If any part of these Terms proves to be unenforceable in any way, the remainder of these Terms will be unaffected and will remain valid. We may not always strictly enforce our rights under these Terms and Conditions. If we do this, it will just be a temporary measure and we may enforce our rights strictly again.

8.4 These Terms are governed by the laws of England and Wales. If you are resident in England or Wales, these terms shall be subject to the jurisdiction of the courts of England and Wales. If you are resident in Scotland, then these Terms shall be subject to the jurisdiction of the Scottish courts.

8.5 These Terms are in English and all communications between us and you will be in English.

8.6 There may be other costs or taxes imposed by and payable to third parties in connection with your use of the **Internet banking service**, for example your internet service provider.

8.7 If you have a complaint, please write in the first instance to your Account maintaining branch. We have procedures designed to resolve your complaint effective. We can give you a leaflet describing 8.1 those procedures if you ask for it at any time, from any of our branches. It can also be accessed from our Website.

8.8 Bank of Baroda is established in the UK with company number FC006564 at 32 City Road, London, EC1Y 2BD. This is our UK head office. We are authorized and regulated by the Financial Conduct Authority (FCA) & Prudential Regulation Authority (PRA). Our FSA firm reference number is 204624 and you can check our details online on the FSA's registered by going to [www.fsa.gov.uk](http://www.fsa.gov.uk).

8.9 You can write to us at Bank of Baroda, 32 City Road, London, and EC1Y 2BD. Tel: 020 7457 1515. Email: [info@bankofbaroda.com](mailto:info@bankofbaroda.com).