

Agreement between Bank and the Corporate Customer for Virtual Account Number (VAN) facility

THIS AGREEMENT made at _____, on this _____ (Date)
between:

_____,
a Firm/ Company/ Institution incorporated under the provisions of the Companies Act, 1956 and having its registered office at -----
----- wherever applicable, and hereinafter referred to as "Corporate Customer" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its subsidiary, successors and assigns of the First PART;

AND

State Bank of India, a statutory corporation constituted under State Bank of India Act 1955, having its Corporate Office at Madame Cama Road, Nariman Point, Mumbai 400021 (herein after referred to as "SBI") which shall include all its successors and permitted assigns of the second PART.

WHEREAS:

A. The Corporate Customer having Khata Plus / Vyapaar / Vistaar facility wishes to avail VAN facility for providing account details to its beneficiaries/users, who require transfer of funds to the account of the Corporate Customers through the Virtual Account Number (VAN) facility under Corporate Internet Banking and the users can generate online receipt for the funds transferred. The Corporate Customer also wishes to have details of all such transfer of funds from their various beneficiaries/users.

B. SBI is in the business of providing banking services including 'internet banking facilities' to its customers consisting of direct debit to bank account through the Internet where SBI's customers are provided banking facilities for their bank accounts maintained at SBI through the Internet, including checking their bank accounts and third party funds transfer, payment of bills online etc. At the request of Corporate Customers, SBI has agreed to provide the State Bank Virtual Account Number (VAN) facility to the Corporate Customers on the terms and conditions stipulated by SBI.

C. The Corporate Customer and SBI are desirous of entering into an arrangement whereby the users / payers of Corporate Customer's will use the State Bank Virtual Account Number (VAN) , for making the payment.

D. The Parties hereto have agreed that their respective rights and obligations with regard to their business relationship between them will be interpreted, acted upon and governed solely in accordance with the terms and conditions of this Agreement.

IT IS NOW AGREED by and between the parties hereto as under: -

1. For the purpose of this Agreement, the following words and phrases shall have the meaning assigned to them under this Article.

- a. "User" shall mean any Dealer of the Corporate Customer transferring funds using the various modes of payment to the account of Corporate Customer.
- b. "State Bank Virtual Account Number (VAN) Page" shall mean the page populated by the Corporate Customer for the user to furnish the details for making payment.
- c. "CINB" shall mean the Corporate Internet Banking of the Bank provided to the Corporate Customer.
- d. "Service" shall mean services offered to the Corporate Customer / Users.

2. The Corporate Customer has opened a current account in SBI being Current Account No -----at-----
----- Branch which account shall for the purpose of this Agreement be called the 'Collection Account' with Khata Plus/ Vyapaar/ Vistaar facility under Corporate Internet Banking.
3. The Dealer / Client of the Corporate Customer will log on to their INB account, and choose the VAN option for remittance and shall input therein own details and the fields for the user to provide details of the payment to be collected.
4. The Corporate Customer will ensure that all the fields entered by them to open the State Bank Virtual Account Number (VAN) page are correct and the payment collected by them is in proportion to the service provided by them and shall submit a hard copy of the State Bank Virtual Account Number (VAN) page and the application form to SBI for approval along with the duly signed documents relating to "Terms and Conditions" and "Agreement".
5. SBI upon verification shall approve and enable the State Bank Virtual Account Number (VAN) facility to the Corporate Customer. Once the VAN facility is enabled, for the Corporate Customer, they can use it for collection of payments from Dealers.
6. The User will log on to his Internet banking account and select the payment link for VAN and fill in the information as required by the Corporate Customer. On filling up the required details, the User can transfer funds by debit to his account or through other modes of payment for credit to the Corporate Customer's account. In case of receipts through modes such as debit or credit cards, the payments will be credited to the account of the Corporate Customer on T+1 basis, i.e., on the next business day excluding holidays in the State of Maharashtra and the Corporate Customers shall not claim any interest or other charges, whatsoever on account of receiving payment on T+1 basis. Receipts through other Banks' internet banking will be credited to Corporate Customer's account on T+2 basis. The User can also have an e-receipt for the transaction done through VAN as well as obtain the transactional details for a range of dates.

7. The details of list of such payments would be available to the Corporate Customer through their CINB account.
8. SBI shall not be responsible, in any way, for the quality or merchantability of any of the services, whatsoever, offered to the User by the Corporate Customer. Any disputes regarding quality, merchantability, non-delivery and delay in delivery of the Service or otherwise will be dealt with, by and between Corporate Customer and the User directly and SBI shall not be a party to any such dispute.
9. The Corporate Customer undertakes to resolve all queries raised by Users pertaining to the transaction routed through Virtual Account Number (VAN).

Corporate Customer's Obligations:

10. The Corporate Customer may access www.onlinesbi.com for State Bank Virtual Account Number (VAN) anywhere anytime. However, as a matter of precaution and safety, Corporate Customer should avoid using PCs with public access.
11. The Corporate Customer would ensure that the log in to State Bank Virtual Account Number (VAN) facility is a valid session initiated by none other than the Corporate Customer or its authorized personnel.
12. All transactions executed through a valid session as defined above will be construed to have been emanated from the approved Corporate Customer or authorized personnel and will be legally binding on him/them.
13. The Corporate Customer or its authorized personnel will not attempt or permit others to attempt accessing State Bank Virtual Account Number (VAN) through any unlawful means. In case of any unlawful attempt, SBI will not be responsible for any damage or loss arising out of the attempt(s).
14. The Corporate Customers should comply with the applicable laws and regulations in connection with the services provided through State Bank Virtual Account (VAN) and should not indulge in any activity prohibited under law.

Exception

15. The Bank would not be responsible in any way for any information wrongly entered by the Corporate Customer or its authorized personnel or users in his/her VAN fields.

16. The authorization granted to a Corporate Customer is valid till they are availing the CINB service / till State Bank Virtual Account Number (VAN) facility is discontinued by the Bank. The request for de-registration from CINB / discontinuance of State Bank Virtual Account Number (VAN) service of an authorized Corporate Customer must be made to the SBI Branch in writing and the same will be effective when the SBI acknowledges it in writing.

Indemnity

17. Corporate Customer hereby undertakes and agrees to indemnify SBI and hold SBI harmless and keep at all times fully indemnified and held harmless from and against all actions, proceedings, claims, liabilities, penalties, demands and costs, awards, damages, losses and/or expenses howsoever arising directly or indirectly as a result of

- a. any breach or non performance by Corporate Customer or any of their undertaking, warranty or obligation under this Agreement or
- b. any claim or proceeding brought by the User against SBI in respect of any product or services provided by the Corporate Customers, or
- c. any act, neglect, or default of Corporate Customer, or their authorized personnel, employees or Users including non-compliance with the applicable laws and regulations and
- d. any other claim by any other party / third party against SBI in respect of providing services or performance of this Agreement.

18. SBI will be at liberty to charge Corporate Customer/ User the service charges fixed for the different modes of payment from time to time.

Termination

19. This Agreement may be terminated either by the Corporate Customer or SBI at any point of time, by giving 30 days notice of termination in writing to the other party on its official address as reflecting on page-1 of this agreement. In the event of the Corporate Customer committing breach of the agreement or violating any applicable law, SBI shall terminate / discontinue the facility forthwith by notice to the Corporate Customer.

Arbitration

20. Any dispute or difference between SBI and the Corporate Customer hereto shall be first settled by mutual discussion failing which it shall be referred to the arbitration which will be subject to / governed by the Arbitration & Conciliation Act, 1996 and the Arbitration proceedings shall take place at Mumbai. The parties agree to submit to Jurisdiction of Courts in Mumbai for matters / disputes in relation to the agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement (in duplicate) on the day, month and year first hereinabove mentioned.

Signed and Delivered by the within
within

named SBI,(SBI) by the hands of
its Authorized Signatory

in the presence of:

(Witness)

Signed and Delivered by the

named by the hands of its
Authorized Signatory

in the presence of

(Witness)