



CORPORATE INTERNET BANKING

" OnlineSBIGlobal "

TERMS OF SERVICE

General

1. _____ (hereinafter referred to as "the Company") intends to use the Corporate Internet Banking Service (the "Service") provided by the SBI Canada Bank ("SBIC") through SBIC's OnlineSBIGlobal Service. The Company accepts and agrees to these terms of Service ("Terms of Service") as may be amended from time to time by SBIC, as well as any other terms and conditions that apply to the use of the OnlineSBIGlobal Service including without limitation, the OnlineSBIGlobal Service Terms of Use (a copy of the current OnlineSBIGlobal Service Terms of Use are attached hereto as Exhibit "A"). SBIC reserves the right to modify, change, add or cancel any of the services offered through the Service or OnlineSBIGlobal without notice. The Terms of Service may be changed at any time without notice by SBIC. The Company agrees to review the Terms of Services regularly, and the Company's continued access or use of the Service will mean that the Company agrees to any changes.
2. SBIC shall be entitled to use any hardware, software and/or such other equipment and modify the same as necessary or appropriate for the provision of the Service. Access to the Service may require that the Company modify/upgrade its systems or obtain third party software (such as third party internet browsers) to access or use the Service or OnlineSBIGlobal. SBIC shall not be responsible or liable for such modifications/upgrades, nor for any difficulties or consequences associated with using such third party software. Links to downloadable software sites from SBIC's website are for convenience only and SBIC is not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with the software".

Authority to Accept Instructions from Users

3. Company hereby authorizes SBIC to accept all instructions received through the Service in electronic form from users ("Users") singly/jointly using a username /password assigned to or selected by such User in respect of Company's account(s). Company shall be bound by and assume full responsibility for any communication sent by a User using such a Username/Password as of the time such communications were received or sent. SBIC shall be entitled to rely upon all electronic communications, orders or messages received by SBIC from Users using such Usernames/Passwords and SBIC and shall be entitled to assume that the communication originated from the User to whom such ID/Password was issued.

4. SBIC is not bound to enquire as to whether or not the User has been duly authorised to access the Service on behalf of the Company by an appropriate or competent authority of the Company. A person using the OnlineSBIGlobal Service using assigned username/password shall be presumed by SBIC to have authority to manage the Company's accounts through the Service.
5. The Company shall immediately provide written notice to SBIC in the event that access to a Company's account from any authorized Username/Password should be revoked. Such written notice shall be sent to the SBIC Branch/Office where the Company's account is maintained.
6. The Company agrees to execute from time to time necessary agreements, form(s), authority letter(s) and any other related documents in furtherance of these Terms of Service.
7. SBIC shall maintain records of the transactions entered through the Service and OnlineSBIGlobal Service in accordance with the then current practices of SBIC, and in accordance with applicable laws.

Operating Environment

8. The Company shall nominate Internet Banking Administrators and other users to manage the use of the Service for the Company.
9. The User shall choose a Username and Password of his choice as per the guidelines on the SBIC site. However, Users are advised to avoid choosing passwords that are dictionary words or words that are guessable / inferable from personal data such as name, date of birth, address, telephone number, driving license / car number etc.
10. In the interest of customer safety the Service does not permit retrieval of a lost or forgotten Password. In case the User forgets his Password, the User will have to register for a duplicate password and a fresh Password will be issued to him.
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. A transaction request will not be processed unless and until received by SBIC.
12. Transactions originated by the Users are logged and transmitted to SBIC for completion. The requests take effect from the time these are recorded or registered at the branch where the Company is maintaining an account. Transaction requests will normally be processed at the branch during the business hours on the same day or next working day. All the rules, regulations and conventions applicable to the banking transactions in the physical world will be applicable mutatis mutandis for the transactions completed through the OnlineSBIGlobal service.

SBIC's Terms

13. SBIC may, at its sole discretion, at any time, deny or terminate any person's access to the OnlineSBIGlobal Service, in the event that SBIC has reason to believe that the Company or a User is violating any term of the Terms of Service or using the Service for any illegal or improper purpose.
14. SBIC 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 SBIC. In the event of interruption to the Services or loss of use and/or unscheduled interrupted access to the OnlineSBIGlobal Service by the Company, SBIC's shall use reasonable efforts to restore the OnlineSBIGlobal Service and/or the Company's access thereto as soon as reasonably possible.
15. SBIC shall not be liable for any direct, indirect or consequential loss or damage sustained by the Company or any other person by any direct or indirect use of or reliance on the electronic communication, orders or messages. SBIC shall also not be liable to the Company or any other person 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 SBIC or beyond the control of SBIC.
16. Though SBIC strives to maintain the quality of service, timely delivery and execution of the instructions given by the Company, the same is not guaranteed by SBIC and SBIC 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 SBIC has retained to assist to provide the OnlineSBIGlobal Service.
17. SBIC may refuse to execute any instructions placed by the Company or User from any user account/password, as required by law, in the event that a User account/password has been suspended or terminated, in the event that SBIC has reason to believe that any transaction/debits have been fraudulently made, or in the event that SBIC suspects that the transaction violates any applicable laws, including, without limitation, money laundering regulations hereinafter referred to as a "suspect transaction").

Obligations of the Company

18. All Users issued usernames and passwords shall keep such user names and passwords strictly confidential. SBIC shall not be responsible for any loss sustained by the Company due to any breach of this term.
19. Should a User notice that any errors or discrepancies relating to the Company's account(s) appearing on OnlineSBIGlobal, Company shall immediately notify SBIC by secured e-mail or letter.

- 20. The User will not attempt or permit others to attempt to access OnlineSBIGlobal through any unlawful means or for any unlawful purpose.
- 21. If the User notices any wrongful use or misuse of the OnlineSBIGlobalService by the User or any other person authorized by the Company to use the OnlineSBIGlobal Service, User shall report same to SBIC forthwith and shall co-operate with SBIC in stopping such wrongful use or misuse.
- 22. The Company agrees to pay charges/ fees for OnlineSBIGlobal services as may be prescribed by SBIC from time to time.
- 23. The Company shall indemnify and hold harmless SBIC against all claims and liabilities arising directly or indirectly as a result of any breach or nonperformance by the Company or any User or any act, neglect or default of the Company or a User.
- 24. These Terms of Service shall be governed by and interpreted in accordance with the laws of the Federal Laws of Canada applicable therein. Any dispute between Company and SBIC with respect to the transactions completed through the OnlineSBIGlobal Service will be subject to the jurisdiction of the competent Courts in the Province where the SBIC branch maintaining the account of the Company is located and will be governed by laws applicable in that Province.
- 25. By signing the Online Registration Form and these Terms of Service the Company hereby confirms that the Terms of Service herein contained shall constitute the agreement between SBIC and the Company for the use of the OnlineSBIGlobal Service. For greater certainty, the Company confirms and agrees, that any other agreements between the Company and SBIC relating to the Company's accounts shall continue to apply and shall be in full force.
- 26. Authorized signatory confirms that he/they is/are duly authorized by the Company to execute this agreement.

Accepted	
Signature (Authorised Signatory of the Company)	
Place:	Date:

Exhibit “A”



Application

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Governing Law

The laws of the Province of Ontario and the laws of Canada applicable therein shall govern as to the interpretation, validity and effect of this Terms of Use notwithstanding any conflict of laws provisions or your domicile, residence or physical location. You hereby irrevocably consent and submit to the nonexclusive jurisdiction of the courts of the Province of Ontario in any action or proceeding instituted under or related to this agreement. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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