

Mizuho Bank, Ltd.

Terms and Conditions relating to Electronic Delivery of statements, advices and other transaction documents (Electronic Delivery Service)*

** Applicable when opting for statement/advices/other documents through email.*

1. Definition

Unless the context otherwise requires herein:

- "Bank" means Mizuho Bank, Ltd., having a place of business in India.
- "Customer" means the party signing these terms and conditions, including its assignees and successors.
- "Electronic Delivery Instructions" means the Customer's instructions set out below and which may be amended from time to time by written notice to the Bank.
- "Transactions" mean purchase/sale of foreign exchange, time deposits, loan & Guarantee transactions, trade transactions, remittances and such other transactions as may be processed by the Bank, for which Debit/Credit advices/ statements of accounts and such other transaction documents etc. related thereto are issued by the Bank.

2. Description of Electronic Delivery Service

- 2.1 The electronic delivery service will enable the Customer to receive Bank Statements (eStatement), debit/credit advices (eAdvice) and other transaction documents etc. related thereto, which may be introduced by the Bank in future, by email.
- 2.2 Upon the Customer agreeing and electing to receive eStatements, eadvices and other transaction documents etc. related thereto through electronic delivery, the Bank will no longer send these documents to the Customer in paper form. However, upon a specific written request the Bank shall provide the transaction documents in paper form.
- 2.3 The Customer will receive an email notification from the Bank that the eStatements/ eadvices/ and other transaction documents etc. related thereto are ready for viewing, printing or downloading by the Customer on a periodic basis (where such Bank Statements are generated by the Bank periodically) or as and when Transactions are processed.
- 2.4 The availability of the electronic form of the Customer's eStatements/eAdvices and other transaction documents; etc. related thereto shall be deemed to be the date of the delivery of such documents. The Customer agrees that in the event of any error appearing in eStatements/eAdvices, Customer shall notify the Bank immediately of the said error in writing. If no error is reported to the Bank within seven (7) days from the eStatements/eAdvices date, the Customer agrees that such eStatements/eAdvices shall be deemed to be true and accurate.
- 2.5 The eStatements/eAdvices and other transaction documents etc. related thereto will be presented as a PDF file.
- 2.6 The Bank may change, suspend or eliminate all or any aspect of electronic delivery service upon notice to the Customer.

3. The Customer's Responsibilities

- 3.1 The Customer represents to the best of its knowledge that the Customer's computer terminal and any other computer system through which access to the Bank Statements/advices and other transaction documents etc. related thereto may be effected, are free from any electronic, mechanical, data failure or corruption, computer viruses and bugs or related problems that may be attributable to the services provided by any relevant internet service provider or information service provider on the Customer's computer terminal.
- 3.2 The Customer agrees to pay a fee together with applicable Service Tax, if any, for the Electronic Delivery Service and further agrees that such fee may be revised by the Bank from time to time. The currently applicable fees for the services is Nil, however, it can change, subject to written intimation to customer by the Bank.
- 3.3 It is the Customer's sole responsibility to ensure that only authorised persons can access, retrieve or view the Bank Statements/advices and other transaction documents etc. related thereto sent to the email address(es) provided by the Customer to the Bank.

4. Termination of Service

- 4.1 Electronic delivery service may be terminated by the Customer giving to the Bank thirty (30) days prior written notice.
- 4.2 The Bank may suspend or terminate the service:
 - (i) fourteen (14) days' after the date of a written notice to the Customer;
 - (ii) forthwith upon the failure by the Customer to comply with the Customer's responsibilities listed herein;
 - (iii) forthwith if, in the Bank's opinion, the electronic delivery service is not being properly used by the Customer: or
 - (iii) forthwith if, the said electronic service is otherwise prohibited or is forbidden by law.
- 4.3 Upon termination of electronic delivery service, the Bank shall automatically generate the paper form of the Customer's eStatements/eAdvices and other transaction documents etc. related thereto on the next statement date and send it to the Customer via post/courier.

5. Disclaimer of Warranty and Limitation of Liability

- 5.1 The Bank does not guarantee continuous or uninterrupted access by the Customer to eStatements/eAdvices and other transaction documents etc. related thereto.
- 5.2 The Bank does not warrant the security secrecy or confidentiality of any information transmitted through any relevant internet service provider, network systems or such other equivalent systems in any jurisdiction via electronic delivery service.

- 5.3 The Customer agrees that in no event will the Bank be liable for loss, profits or any special, incidental or consequential damages arising out of or in connection with its use of the electronic delivery service. The Customer also agrees that the Bank is not liable for any technical, hardware or software failure of any kind, any interruption in the availability of the electronic delivery service, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, corruption or loss of data or disruptions to computer or any systems.
- 5.4 Nothing in these Terms and Conditions shall limit the Bank's liability for fraud or willful default or any other liability of the Bank which cannot be limited or excluded by law.
- 5.5 In any event (save in respect of the instances mentioned in Clause 5.4), the maximum liability of the Bank in contract, tort or other legal theory shall be limited to an amount which does not exceed the banking fees which the Bank is entitled to receive from the Customer in respect of the transaction relating to the breach complained of.
- 6. Electronic Records**
The electronic records of eStatements/eAdvices and other transaction documents etc. related thereto in connection with the electronic delivery service which are kept stored and/or maintained by the Bank shall be conclusive evidence of the contents thereof and the Customer consents to the use of such electronic records in any court proceedings. The Customer agrees to the admission, as evidence in any court of law at location of respective branch of Mizuho Bank Ltd in India, any electronic records mentioned in this Clause. The Customer further agrees that such electronic records, and any copies thereof, are admissible in any court of law in India as original documents and the Customer agrees not to challenge or dispute their admissibility, authenticity or accuracy in any proceedings.
- 7. Additional Terms and Conditions**
7.1 These Terms and Conditions and applicable fees and charges may be amended, revised or supplemented by the Bank from time to time by giving written notice. The Customer has a right to terminate the services as per clause 4.1 above, if such amendment or revisions in the applicable fees and charges or any other change in the terms and conditions are not acceptable, by giving a written notice to the Bank within 15 days of the receipt of such notice from the bank. The Customer's continued usage of the electronic delivery service following receipt of any notice of amendments constitute acceptance of such amendments, revisions or supplements.
- 7.2 The Customer acknowledges that all the Bank's terms and conditions relating to the eStatements/eAdvices and other transaction documents etc. related thereto and computer programs developed and supplied to the Customer ("General Terms and Conditions"), shall continue to apply and in the event of any inconsistency between the General Terms and Conditions and the provisions herein, the provisions herein shall prevail in their application to the electronic delivery service and transactions contemplated herein.
- 8. Arbitration**
Any dispute or claim arising out of or in connection with the electronic delivery service, including a dispute regarding the existence, validity, interpretation, performance, breach or termination of the electronic delivery service or a dispute regarding any non-contractual obligation arising out of or in connect with the electronic delivery service, shall be resolved in first instance by mediation, failing which, it shall be referred to and finally resolved by a sole arbitrator, appointed mutually by all parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and Rules framed there under. The venue of Arbitration shall be the location of respective branch of Mizuho Bank, Ltd in India and the language of arbitration shall be in English.
- 9. Communication**
The Customer acknowledges that any communication, letters and announcements sent by the Bank to the Customer by email at the email address indicated by the Customer on the electronic delivery Instructions shall be considered as having been duly delivered to the Customer and the Customer further acknowledges that it is their responsibility to notify the Bank immediately of any change of email address in writing or in any other manner as the Bank may determine.
- 10. Severability**
In the event, any of these terms and conditions is determined by any court of law or other competent authority to be unlawful and/or unenforceable, that part will be deemed to be deleted and the other provisions shall continue in effect.
- 11. General Provisions**
These Terms and Conditions shall be governed by and construed in accordance with the laws of India.

Email ID's for receipt of Bank Statement, Advices & other documents through email via Bank's Automated System

Email ID	:	
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Signatures

We hereby undertake to keep Mizuho Bank, Ltd. ("Mizuho") informed and authorize Mizuho to update any change in our Email ID, telephone number, mobile number and address that Mizuho may be informed of or be available with Mizuho and/or any of its subsidiaries/affiliates/associates and/or all the companies/entities/subsidiaries/affiliates thereof and hereby authorize Mizuho to contact us, by post, fax, telephone, e-mail, SMS/text messaging.

Customer Name:

Signatory	Name	Signature
First		
Second		
Third		
Fourth		
Fifth		

Date: _____

For Bank use only

Type of Account	:	
Relationship Manager	:	
Name of the branch	:	
Signature verified by (Hanko and Date)	:	