

TERMS & CONDITIONS – HOST TO HOST SERVICES

DEFINITIONS

In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

“H2H” shall mean Host to Host connectivity i.e. from corporate hosted platform to bank hosted facility and include but not restricted

to transfer, transform, encrypt, data layout changes, derived data, reverse MIS generation and/or exchange of any bulk data file or information between the Client and the Bank in bidirectional mode through the secured facility.

“H2H Client Server” means the H2H Hardware and software residing at a specified location within the Client's premises or at such

other premises as the Client may specify and which is linked to the Local Network Server.

“H2H Hardware” means the H2H Hardware and software residing at a specified location within the Client's premises or at such other premises as the Client may specify and which is linked to the Local Network Server.

“H2H Service” means the service whereby the Client may transmit Encrypted instructions or other information to IDFC FIRST Bank

for processing under these Terms and Conditions using the H2H Client Server.

“Local Network” means the internal computer network used by the Client to link the Client's employees, including Transaction Initiators, regardless of their individual physical location and includes the Local Network Server, and any enterprise resource planning system or other management system used by the Client, but does not include the H2H Client Server.

“Local Network Server” means the computer that manages the Local Network and which is linked to the H2H Client Server.

“Private Key” means one half of a cryptographic key pair used by a party to generate a digital signature for the Transaction File prior to sending the Transaction File to the recipient.

“Public Key” means the public half of a cryptographic key pair used by the recipient to verify the, digital signature on the Transaction File received.

“Transaction File” means a composite file of data and instructions sent by the Client using the H2H Service to IDFC FIRST Bank for processing.

“Transaction Initiator” means any individual appointed by the Client and authorized by the Client from time to time to access the H2H Client Server and/or use the H2H Service on behalf of the Client by the Client in the Application. For the avoidance of doubt,

the Client is solely responsible for determining and implementing the scope of each of its Transaction Initiators' ability to access the

H2H Client Server and/or use the H2H Service

1 SCOPE OF SERVICES

1.1 The H2H Service shall be one of the Channels available to the Client to make requests and issue instructions to IDFC FIRST Bank for the purposes of Disbursements, collections and the management information system (MIS) services.

1.2 The following provisions shall apply to the installation and maintenance of each of the H2H Client Server(s):

- a. The specifications and particulars of the H2H Client Server(s) and the charges (if any) in connection therewith shall be agreed between each Client and IDFC FIRST Bank and shall be set out in the Application
- b. The Client shall provide IDFC FIRST Bank with all necessary information to enable IDFC FIRST Bank or its appointed agents to configure and install, align and/or link the H2H Client Server(s) with the Local Network.
- c. The Client shall, at the it's expense and in sufficient time to facilitate delivery (if applicable) of the H2H Client Server(s),
 - i. prepare a location for installation of the H2H Client Server(s);
 - ii. prepare the hardware and software (if any) necessary for the installation and operation of the H2H Client Server(s);
 - iii. provide (if necessary) any other network, electrical and other connections, fittings and facilities as required by IDFC FIRST Bank or its appointed agents
- d. The Client shall allow IDFC FIRST Bank or the appointed agents of IDFC FIRST Bank access to the Client's premises and to all facilities reasonably required by IDFC FIRST Bank or the appointed agents to enable the delivery and installation of the H2H Client Server(s)

- e. The Client agrees that the Client shall not make or cause or permit to be made any alteration, amendment, modification or addition to the H2H Client Server(s) without IDFC FIRST Bank's prior written consent (unless such alteration or modification is to give effect to an improvement in design or technology approved by IDFC FIRST Bank and is carried out by IDFC FIRST Bank or its appointed agents or under IDFC FIRST Bank's supervision) and that any such alteration or modification of whatever kind (whether approved or unapproved) shall belong to and become part of the H2H Client Server(s).

1.3 The Client agrees to use the H2H Client Server(s) only for the purposes of the H2H Service and the Client shall not input any other data or software onto the H2H Client Server(s) which is not related to the H2H Service.

1.4 The Client acknowledges that IDFC FIRST Bank shall not be liable for any defect in the connection line, whatsoever or the consequences arising thereof.

1.5 The Client agrees that within ten (10) days from the termination of the H2H Service, it shall return to IDFC FIRST Bank all systems materials (other than the H2H Hardware) and any upgrades as provided by IDFC FIRST Bank to the Client, for the H2H Service.

1.6 The Client agrees that IDFC FIRST Bank shall have no liability for any defect in any component of the H2H Client Server.

1.7 Activation and Security of the H2H Service

- a. The Client shall send Encrypted Transaction Files using the H2H Service to IDFC FIRST Bank for processing
- b. For the purposes of verification of the digital signatures, Client agrees that each party is solely responsible for generating its Private Key and Public Key and ensuring the due delivery of the Public Key (in the manner agreed to between the Client and IDFC FIRST Bank from time to time) to the other party.
- c. Any change in the method of encryption or any substitution of either party's Public Key shall only be effective after the date notified by IDFC FIRST Bank to the Client. The Client shall not make any change or compromise on the port used for establishing the H2H Client Server.
- d. Subject to clause below, IDFC FIRST Bank shall: (i) encrypt and digitally sign any information required by the Client in relation to all Transaction Files and all other information prior to sending such information to the Client. (ii) have no responsibility to act upon and shall have no liability in relation to any Transaction File unless the Transaction File is digitally signed and Encrypted by the Client prior to sending it to IDFC FIRST Bank;
- e. The Client agrees that it shall not be entitled to rely on any information sent by IDFC FIRST Bank in response to any Transaction File where such information is not Encrypted and is freely accessible by the Client without using IDFC FIRST Bank's Public Key, and that IDFC FIRST Bank shall not be liable for any losses arising from such act of the Client.
- f. Where it has been agreed between Client and IDFC FIRST Bank that any information or instruction (including any information or instruction relating to any Transaction File) shall not be encrypted either or both the Client and IDFC FIRST Bank, IDFC FIRST Bank shall not have any liability arising from or in connection with the interception of or interference with such information or instruction
- g. The Client confirms that the persons mentioned in Table 1 below (herein after referred to as "**Nominees**") are authorised to integrate Host to Host solution on the email mentioned in Table 1 below.
- h. The Client agrees the Bank may act as aforesaid without inquiry as to the identity or authority of the Nominee using or purporting to integrate the Host to Host solution or as to the authenticity of any instruction received through Host to Host channel and may treat the same as fully authorised by and binding on the Client regardless of the circumstances prevailing at the time of issuing/receiving the instruction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery, or lack of authority in relation thereto, and without requiring any further confirmation.
- i. The Client agrees to hold harmless and protect the Bank in case of any unauthorized use of Host to Host channel.

Table 1

Category	Name of Nominee	Designation of Nominee	Email ID of Nominee
Primary**			
Alternate 1			
Alternate 2			

- j. In case of any change in Nominee, the Client agrees to promptly inform the Bank of such change in Nominees. The Client agrees and acknowledges that any losses suffered due to failure by the Client in informing the Bank of change in Nominee, shall solely be attributable to the Client and the Client shall hold the Bank harmless from any losses suffered by the Bank or the Client due to such delay.

1.8 Security of Local Network

- a. The Client hereby agrees that IDFC FIRST Bank is not bound to take cognizance of any Transaction File sent on behalf of the Client other than the Transaction File received from any of Transaction Initiator whose IP / MAC addresses are communicated by the Client to IDFC FIRST Bank from time to time. The Client agrees that IDFC FIRST Bank is entitled to assume that any Transaction File sent via the H2H Service has been keyed in by a Transaction Initiator and agrees to be bound by any transaction initiated by IDFC FIRST Bank in response to such an instruction or Transaction File.
- b. The Client agrees: (i) to take all reasonable and necessary measures to detect and prevent any unauthorized entry or use of the Local Network; (ii) to immediately inform IDFC FIRST Bank in the event that the Client has (or ought to have) reason to believe that there is or has been unauthorized access or use within the Local Network; and (iii) to inform IDFC FIRST Bank as soon as possible if the Client becomes aware that any Public Key or Private Key has been corrupted or is unable to perform validly and/or accurately its function

