(To be provided on the letterhead of the Bank) To. Date: Principal Director General of Income Tax (Systems) E-2, ARA center Ihandewalan Extension New Delhi-110055 Dear Sir / Madam, Subject: Application for Bank Integration with e-Filing Portal We would like to register for certain service(s) provided by the Income Tax Department for verification of credentials, e-filing login and generation of Electronic Verification Code while performing below function/functions of our bank. Select checkboxes against type of services required: ☐ Bank Account Validation Service ☐ e-Filing login through Net banking (single sign on) ☐ Generate EVC through Bank ATMs We confirm that we have read, understood, and shall abide by the terms and conditions, annexed herewith, governing usage of the verification services. As of today, the count of active customers associated with us is \_\_\_\_\_

The particulars of the person who would be the Principal Contact to access the e-Filing portal on

behalf our department/organization are as under:

Name	PAN	Designation	Mobile	Email
			Number	

{In case of any change in the Contact details of the Principal Contact, Bank need to update details on e-filing portal within 15 days}

Signature of authorized signatory of the Bank:

Name and Designation with Seal:

## TERMS AND CONDITIONS

1.	The <bank name="">, hereinafter referred to</bank>
	as "Bank", shall register with e-Filing portal of the Income Tax Department as an External
	Agency and carry out requisite integration activity with the e-Filing portal as per the
	instructions and guidelines of the Income Tax Department, in order to avail Bank account
	validation, e-filing login through net-banking or generate EVC through bank ATM services
	(hereinafter collectively referred to as the "services").

- 2. The Bank will ensure the highest level of security standards and confidentiality while utilizing facilities and/or utilities provided by the Income Tax Department in relation to the services and/or activities incidental, ancillary or supplementary thereto.
- 3. The Bank shall ensure that services availed by it are used for a lawful, specific, and legitimate purpose and that the Bank is authorized to avail such services. Any misuse or unauthorized use of services beyond the permitted scope of utilizing the services for verification or validation of services is strictly prohibited and shall render the Bank liable for appropriate action and/or penalties under applicable law at the behest of the Income Tax Department or otherwise. The bank is prohibited from commercializing, offering for sale or selling, or otherwise utilizing the services for profit or gains.
- 4. The Bank shall make the "login to e-Filing portal" facility available only to its net banking customers post login to their respective net banking account after due authentication and authorization.
- 5. The Bank must allow its customers who are desirous of using the 'login to e-Filing portal' to avail the same, after duly acquiring consent of its customers, and forward the details as required by the e-Filing portal.
- 6. In case of 'Bank Account Validation' service, upon request through API from the e-Filing portal, the Bank shall verify the details forwarded by e-Filing portal and provide necessary response as required by the e-Filing portal.
- 7. 'EVC through ATM' service shall be made available only to ATM authenticated users who are desirous of using the service after duly acquiring their consent. The Bank shall forward such requests with the details required by e-Filing portal.
- 8. The Bank shall not store, retrieve, or process any data, records or logs or create or market database(s) of any kind whatsoever in relation to requests made to and responses received from e-Filing Portal and/or any other facilities/utilities provided by the Income Tax Department in relation to the services.

- 9. The Bank shall be responsible for undertaking the necessary authentication for providing the e-filing related services to its customers.
- 10. The Bank shall be responsible for authentication of the PAN linked to the bank account.
- 11. The e-Filing portal may retain a record of all the details forwarded by or to the Bank for a period decided by Income Tax Department.
- 12. Income Tax Department reserves the right to withdraw this facility at any point of time without assigning any reason thereto.
- 13. The Bank agrees to defend, indemnify, and hold harmless the Income Tax Department, its officers, representatives, and agents from and against any and all claims, actions, demands, legal proceedings, liabilities, damages, losses, judgments, authorized settlements, costs or expenses, including without limitation reasonable attorneys' fees, arising out of, or in connection with, any alleged or actual breach of security standards and/or confidentiality, negligence, willful misconduct, fraud, misrepresentation, and or violation by the Bank of any applicable laws, rules, ordinances, regulations, or terms and conditions stated herein in relation to use of services by the Bank.
- 14. In case of any dispute or any difference between the Bank and the Income Tax Department arising out of or in relation to these terms and conditions, including dispute or difference as to the validity of the same or interpretation of any of the clause specified in this document, the same shall be resolved by mutual discussion. If the parties fail to settle the dispute or difference mutually within a period of 120 days, then the same shall be resolved in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any modifications or amendments thereto, by a sole arbitrator appointed by the parties based on mutual consent. The arbitration proceedings shall be held in New Delhi, India in English language, and any such arbitration award shall be binding upon the parties.
- 15. All legal disputes, arising out of, or in connection to, the terms and conditions herein shall be subject to the exclusive jurisdiction of the courts at New Delhi, India.

Signature of authorized signatory of the Bank: Name and Designation with Seal: