



(Annexure – 1)

a) General Rules , Terms and Conditions:

- i) Agrees to use the MBS for financial and non-financial transactions offered by the Bank from time to time.
- ii) Customer will be provided MPIN and TPIN upon successful registration of Mobile Banking Services. Customer must change these passwords immediately.
- iii) The Mobile Banking app blocks the login on entry of wrong login MPIN for 3 Consecutive times. Then customer's Mobile Banking Application become inactive. After request initiated from home branch, HO-IT staff will active status.
- iv) Also irrevocably authorizes the Bank to debit the accounts which have been enabled for MBS for all transactions/services undertaken by using MPIN/TPIN
- v) Authorizes the Bank to map the account number and Mobile Phone Number for the smooth operation of MBS offered by Bank and to preserve the mapping record in its own server or server of any other third party and to use such data at its discretion for providing / enhancing further banking/technology products that it may offer.
- vi) Agrees that customer is aware and accepts that MBS offered by the Bank will enable him/her to transact using MPIN/TPIN/OTP within the limit prescribed by the Bank and will be deemed as bonafide transaction.
- vii) Agrees that the transactions originated using the mobile phones are not retractable as these are instantaneous / real time.
- viii) Understands and explicitly agrees that Bank has the absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding upon him/her.
- ix) Agree to use the facility on a mobile phone properly and validly registered in his/her name only with the Mobile Service Provider and undertakes to use the Facility only through Mobile Phone Number which has been used to register for the Facility.
- x) Agrees that while the Information Technology Act, 2000 prescribes that a subscriber may authenticate an electronic record by affixing his digital signature which has been given legal recognition under the Act, the Bank is authenticating the Customer by using mobile Number , MPIN or any other method decided by the discretion of the Bank which may not be recognized under the IT Act 2000 for authentication of electronic records and this is acceptable and binding to the Customer and hence the Customer solely



responsible for maintenance of the secrecy and confidentiality of MPIN/TPIN without any liability to the Bank.

- xi) All users should logout after every login session; however, online sessions will automatically be terminated after 2 minutes of inactivity. This to protect you in case you accidentally leave your mobile banking session unattended after login.
- xii) The Bank, its employees, shall not be liable for and in respect of any loss or damage whether direct indirect or consequential, including but not limited to loss of revenue, profit, business contract, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network or any service provider and the Bank's system or the network of any service provider and/or any third party who provides such services as is necessary to provide the Facility.
- xiii) The Customer understands that the Bank may send rejection or cannot process the request messages for the services request(s) sent by the Customer which could not be executed for any reason.
- xiv) The Telecom Service Provider of the customer may levy charges for each SMS/dial/ GPRS and the Bank is not liable for any dispute that may rise between such telecom service provider and the Customer
- xv) The Customer shall be required to acquaint himself/herself with the process for using the Facility and that he/she shall be responsible for any error made while using the Facility.

b) Responsibilities and obligations of the Customer :

- i. It is the responsibility of the Customer to provide correct information to the Bank through the use of the Facility or any other method. In case of any discrepancy in this information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavor to correct the error promptly wherever possible on the best effort basis, if the customer reports such error in information.



It is responsibility of the Customer to advise the Bank of any change in his mobile number or loss/theft of mobile phone by adopting the procedure laid down by the Bank for the purpose .

- ii. The Customer understands the Bank will try to the best of its ability and effort to provide accurate information and shall not hold the Bank responsible for any errors or omissions that may occur due to reason beyond the control of the Bank.
- iii. The Customer accepts that the bank shall not be responsible for any error which may occur in spite of the steps taken by the Bank to ensure the accuracy of the information and shall not have any claim against the bank in an event of any loss/damage suffered as a consequence of an information provided by the bank found to be not correct.
- iv. The customer will be responsible for all transactions, including unauthorized / erroneous / wrong / incorrect / mistaken / false transactions made through the use of his/her mobile phone, SIM card and MPIN/OTP, regardless of whether such transactions are in fact entered into or authorized by him/her. The Customer will be responsible for the loss/damage, if any suffered in respect of all such transactions.
- v. The Customer shall take all possible steps to ensure that the Applications and his/her mobile phone are not shared with anyone and shall take immediate action to de-register from MBS as per procedure laid down in case of misuse/ theft /loss of the mobile phone or SIM card.
- vi. The Customer will use the services offered under the Facility using the MPIN in accordance with the procedure as laid down by the Bank from time to time, including the terms and conditions contained herein.
- vii. The Customer shall keep MPIN and TPIN or OTP confidential and will not disclose these to any other person or will not record them in a way that would compromise the confidentiality of the same or the security of the services.
- viii. It will be the responsibility of the Customer to notify the Bank immediately if he/she suspect the misuse of the MPIN. Customer will also immediately initiate the necessary steps to change his MPIN.
- ix. If the mobile phone or SIM is lost, the customer must immediately take action to de-register from MBS at BANK / Home branch of the primary account enable for MBS.
- x. The Customer accepts that any valid transaction originating from registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by the MPIN is duly and legally authorized by the Customer.



- xii. The Customer shall keep himself/herself update with regard to any information / modification relating to the services offered under the facility which would be published on Bank's websites and at the branches and would be responsible for taking note of / compliance of such information/ modification in making use of the Facility.
- xiii. The Customer shall be liable for all loss or breach of the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or failure to advise the bank within a reasonable time about any unauthorized access in the account.
- xiv. The Customer shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection /SIM Card /mobile phone through which the facility is availed and the Bank does not accept / acknowledge any responsibility in this regard.
- xv. It is the responsibility of the Customer to notify the Bank, about any change in mode of operation, through a separate communication; making and specific reference to the MBS availed. It is also the responsibility of the Customer to notify the Bank, any other change in the operation of the account which will otherwise make the account ineligible for the MBS. Any failure on the part of the Customer to advise the Bank separately shall continue to bind all the account holders jointly and severally for the transactions through this Facility.
- xvi. Bank shall not accept any Stop Payment instructions, once the transaction amount and the beneficiary account are keyed in and authorized by the Customer.
- xvii. The Customer is advised to ensure that proper anti-virus software is used from time to time to remove malware residing in the hand-set.

c) Disclaimer

- i. The Bank, when action in good faith, shall be absolved of any liability in case: The Bank is unable to receive or execute any of the requests from the Customer or there is loss of information during the processing or transmission or any unauthorized access by any other person or breach of confidentiality or due to reasons beyond the control of the Bank. There is any kind of loss, direct or indirect, incurred by the Customer or any other person due to any failure or lapse in the Facility which are beyond the control of the Bank. There is any failure or delay transmitting of information or there is any error or inaccuracy of information or any other consequence arising from the cause beyond the control of the Bank which may include technology failure. Mechanical breakdown, power disruption, etc. There is any lapse or failure on the part of the service providers or any third party affecting the said Facility and that the



Bank makes no warranty as to quality of the service provided by any such provider.

- ii. The Bank will not be responsible if Application is not compatible with / does not work on the mobile handset of the Customer.
- iii. The Bank shall not be responsible for any failure on the part of the Customer to utilize the Facility due to the Customer not being within the geographical range within which the Facility is offered and which forms part of the roaming network of the mobile phone service provider. If the Customer has reason to believe that the Mobile Phone Number is / has been allotted to another person and / or there has been an unauthorized transaction in the Account and / or the mobile phone handset is lost, the customer shall immediately inform BANK of the same.

d) Others Aspects:

- i The Bank reserves the right to decide what services may be offered. Addition Deletions to the services offered under the facility are at it sole discretions.
- ii The instructions of the Customer shall be affected only after authentication under his/her and MPIN or through any other mode of verification as may be stipulated at the discretion of the Bank.
- iii While it shall be the endeavor of the Bank to carry out the instructions received from the customers promptly, it shall to be responsible for the delay/failure in carrying out the instructions due to any reasons whatsoever including
- iv. The transactional details will be recorded by the Bank and these records will be regarded as conclusive proof or the authenticity and accuracy of transactions.
- v. The Customer hereby authorize the Bank to send promotional messages including the products of the Bank , greetings or any other messages the Bank may consider from time to time.
- vi. The Bank shall make all reasonable efforts to ensure that the Customer information is kept confidential but shall not be responsible for any inadvertent divulgence of leakage of confidential Customer information reasons beyond its control or by action of any third party.
- vii. The Customer expressly authorizes the Bank to carry our all requests/ transactions purporting to have been received from his/her mobile phone and authenticated with his/her MPIN. In the case of payment facilities like fund transfer, mobile top up, bill payment using BBPS etc. the customer shall be deemed to have expressly authorized the Bank to make the payment when a request is received from him/her.