

## **MOBILE BANKING**

These terms are in addition to terms applicable to Customer's account, general terms and conditions and terms and conditions specified for any Service offered by the Bank.

### **1. Definition:**

In these Terms and Conditions, the following terms shall have the following meanings:

**"Mobile Banking "** means facility of access to information relating to the saving / Wallet account of the Customer and usage of product(s) and/or other service(s), as may be made available on the Customer's mobile phone by the Bank from time to time. The term 'Mobile Banking' and "Mobile Banking Services" are used interchangeably in this document.

**"Cellular Service Provider"** hereafter referred to as "CSP" refers to the GSM/ CDMA / GPRS / EDGE Service provider (for operation of mobile phones) / any aggregator who have entered into an agreement with the Bank for provision of Mobile Banking Services to its customers.

2. **"User"** refers to the Customer availing the Mobile Banking service.
3. Mobile Banking shall be made available to the Customer subject to the condition that he downloads the application, successfully installs it, authenticate himself with the applicable credentials and sets his PIN. This Facility shall be made available only to the Customers satisfying the eligibility criteria and shall be provided at the sole discretion of the Bank, and may be discontinued by the Bank at any time, with prior notice to the customer. The Customer understands and accepts that any other condition that is a pre-requisite to access this facility, including, but not limited to a mobile device, data connection, etc. shall be the sole responsibility of the Customer.
4. The Customer can also use the Mobile Banking service through USSD channel.
5. Only the accounts opened with the Bank and attached to the respective User's ID, shall be accessible through Mobile Banking. The Customer irrevocably and unconditionally authorizes the Bank to access the accounts and the Personal Information for effecting the instructions and providing the facility to the Customer, as well as for analysis and marketing purposes. The Bank may collect information from or about the mobile phone/device where Customer installs the Mobile Banking application, depending on the permissions granted by the Customer. The Customer authorizes the Bank to associate the information collected from his mobile phone/device to authenticate him and to provide consistent services of the Bank. The Customer accepts that all information / instructions shall be transmitted to and / or stored at various locations of the Bank and be accessed by authorized personnel of the Bank and its Affiliates).
6. There is no obligation on the Bank to support all the versions of this mobile phone software.

7. The User grants express authority to the Bank for carrying out the transactions performed by him through Mobile Banking. The Bank shall have no obligation to verify the authenticity of any transaction received from the User through Mobile Banking or purporting to have been sent by the User via Mobile Banking . The display produced at the time of operation of Mobile Banking is a record of the operation of the mobile access and shall not be construed as the Bank's records of the underlying transactions.
- Access to the Mobile Banking is through the Customer's mobile phone and any transaction, which originates from the same using Customer ID and PIN, whether initiated by him or not shall be deemed to have originated from the Customer.
  - The Customer shall be liable for all losses from unauthorized transactions using Bank application if the Customer compromises his credentials. The Customer agrees that he will not hold the Bank responsible for any loss that he may suffer in these circumstances.
  - Illegal or improper use of the Bank's services by the Customer or any other person using Customer credentials, shall render the Customer liable for payment of financial charges/penalties, as decided by the Bank and/or shall result in suspension of the Bank's services provided to the Customer.
  - The Customer is aware that email is not a secure or error-free medium of communication and there are possible risks involved in connection with the transmission of information via email.
  - The Customer understands that there is no way to verify that technologies are fool proof or tamper proof and/or to keep up with the latest technology as available at any particular time.
  - The Customer understands and agrees that the Bank does not accept liability for any errors or omissions in the content of the email messages and its attachments. The Customer undertakes to keep the Bank indemnified at all times against, and to save us harmless from all actions, proceedings, claims, loss, damage, costs and expenses including consequential losses/damages which may be brought against the Bank and which arise either directly or indirectly, out of or in connection with the Bank sending account statements and other documents on email.

The User is responsible for the correctness of information supplied by him to the Bank during the use of Mobile Banking or through any other means such as electronic mail or written communication etc. Neither the Bank nor the Cellular Service Provider (CSP) accepts any liability for the consequences arising out of erroneous information supplied by the User. If the Customers suspect that there is an error in the information supplied by him to the Bank, he shall immediately inform the same to the Bank in writing. The Bank shall endeavor to correct the error promptly and adjust any interest or charges arising out of the error, as deemed fit by the Bank. All outputs of statements are duplicate statements of account and shall be prepared by electronic means and the information contained therein shall be extracted from a computerized back up system maintained by the Bank. While the Bank shall take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error, which may happen due to reasons beyond its control like data getting corrupted in transmission etc.

8. Customer agrees that he shall use only his mobile phone to access the Mobile Banking Service of the Bank. The access is restricted to him on the specific mobile phone number only, as registered with the Bank for Mobile Banking. He must not let any other person have access to his mobile phone or leave the mobile phone unattended (intentionally or

unintentionally). He shall not attempt or permit others to attempt accessing the account information stored in the computers of the Bank through any unauthorised means.

9. Customer agrees that the access to Mobile Banking is through his mobile phone and any transaction, which originates from the same, whether initiated by him or not, shall be deemed to have originated from him. The Customer shall be liable for loss (some/all, as may be applicable) from an unauthorized transaction in his accounts if he has breached these terms or contributed or caused the loss by negligent actions, such as the following:
  - Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions.
  - In case of change in or termination of the mobile phone number/SIM Card, not informing the CSP and the Bank about the change/ termination.

The Customer hereby indemnifies the Bank for any misuse of his mobile phone/device in the event it is lost/misplaced . The Customer shall not hold Bank responsible for any loss that the Customer suffers in the aforementioned circumstances.

10. The Bank shall not be liable for the services provided by the CSP in relation to the mobile phone. The Bank is in no way responsible/liable for the charges levied by the CSP in relation to Mobile Banking transaction. The Bank does not warrant the confidentiality or security of the messages, whether personal or otherwise, transmitted through Mobile Banking Service.
11. The Customer may discontinue/ terminate the Mobile Banking Service by calling up the Bank's Call Centre number. The customer agrees that he shall remain responsible for any transactions made on his Mobile Banking account(s) through Mobile Banking until the termination of his Mobile Banking Service by the Bank upon his request.