

Terms & Conditions of Bharat Bank Mobile Banking

Terms and conditions governing the use of the Mobile Banking Service provided by Bharat Co-operative Bank (Mumbai) Ltd, hereinafter referred to as **Bharat Bank** and as **the Bank**.

Definitions:

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

"Mobile Banking or SMS Banking" means facility of access to information relating to the Saving / Current Account(s) / Fixed Deposit of the Customer and usage of products and/or other services as may be advised or made available on the Customer's Mobile Phone by the Bank from time to time on / through Mobile Banking. The words Mobile Banking and Mobile Banking Services are used interchangeably in this document.

"Mobile Phone" means the handset together with requisite accessories, equipment attachments and other software which is owned / possessed by the Cellular Service subscriber.

"User or I" refers to a Customer of the Bank authorized to use the Mobile Banking Service provided by the Bank.

"Personal Information" refers to the information about the User obtained in connection with the MobileBanking Service.

"Cellular Service" hereafter referred to as "CSP" refers to the GSM / 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.

1 Applicability of Terms and Conditions:

These Terms and Conditions form the contract between the User, the Bank and the Cellular Service Provider (hereinafter referred to as the CSP) and shall be in addition to and not in derogation of the Terms and Conditions relating to any account of the User and / or the respective product or the service provided by the Bank, or the CSP.

2 Eligibility :

Any customer of the Bank, having a saving and or current and or fixed deposit account authorized to operate singly or on either or survivor basis and who is also a current subscriber of the CSP. The User should have access to the Mobile Phone and knowledge of how the Mobile Phone works. The User should at all times possess the Mobile Phone software, which are required for using Mobile Banking.

3 Registration :

I agree that I shall be entitled to use the Mobile Banking Service only if my application is found in order and the relevant particulars are registered by the Bank and the CSP. The Bank shall be at liberty to reject my application without assigning any reason.

The Bank shall endeavour to provide to the user through Mobile Banking, such services as the Bank may decide from time to time. The Bank reserves the right to decide the type of services, which a category of user may be offered on each account and may differ from category to category.

The Bank may also make additions /deletions to the services offered through Mobile Banking at its sole discretion.

Only those accounts opened with the Bank and attached to the respective User's ID will be accessible through Mobile Banking.

There will be no obligation on the Bank to support all the versions of this Mobile Phone software.

I agree that I shall use only my Mobile Phone to access the Mobile Banking Service of the Bank. The access is restricted to me on the specific Mobile Phone Number only as registered with the Bank for Mobile Banking. I must not let any other person have access to my Mobile Phone or leave the Mobile Phone unattended. I shall not attempt or permit others to attempt accessing the account information stored in the computers of the Bank through any unauthorized means.

I grant express authority to the Bank for carrying out the transactions performed by me through Mobile Banking. The Bank shall have no obligation to verify the authenticity of any transaction received from me through Mobile Banking or purporting to have been sent by me via Mobile Banking other than by means of verification of the Registered Mobile Phone Number. The display that is produced by me 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 relative transactions. The Bank's own records of

transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless I point out any discrepancy within 15 days from the date of transaction. All transactions arising from the use of MobileBanking, in a joint account, shall be binding on all the joint account holders, jointly and severally.

I am responsible for the correctness of information supplied by me to the Bank through the use of or through any other means such as electronic mail or written communication. Neither the Bank nor the CSP accepts any liability for the consequences arising out of erroneous information supplied by me. If I suspect that there is an error in the information supplied to the Bank by me, I shall advise the Bank as soon as possible. The Bank will endeavor to correct the error promptly and adjust any interest or charges arising out of the error. All outputs of statements are duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from a computerized back up system maintained by the Bank. While the Bank will 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.

4 Liability of the User :

I agree that the access to Mobile Banking is through my Mobile Phone and any transaction, which originates from the same, whether initiated by me or not shall be deemed to have originated from me. I shall be liable for all loss from unauthorized transactions in my accounts if I have breached the Terms or contributed or caused the loss by negligent actions such as :

- i. Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in the Mobile Banking accounts.
- ii. 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.

I understand that in the event of loss of my Mobile Phone or it falling in the wrong hands, it can be misused. I indemnify the Bank for any such misuse arising out of the same. I shall not hold Bank responsible for any loss that I may suffer in these circumstances.

5 Liability of the Bank :

The Bank shall, in no circumstances, be held liable, if access is not available in the desired manner for reasons including natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or network failure, non-delivery of SMS, software or hardware error or any other reason beyond the control of the Bank. Under no circumstances shall the Bank be liable for any damages whatsoever

whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person. The Bank is in no way 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.

6 Indemnity :

I shall indemnify and hold the Bank harmless against any loss suffered by the Bank, its customers or a third party or any claim or action brought by a third party which is in any way the result of the Mobile Banking transactions done by me. I agree that the Mobile Banking Service uses the network provided by the CSP. I hold the Bank harmless against any loss incurred by me due to failure in this network.

7 Disclosure of Personal Information :

I agree that the Bank or its contractors may hold and process my Personal Information on computer or otherwise in connection with Mobile Banking Services as well as for statistical analysis and credit scoring.

8 Termination of Mobile Banking Service :

I can request for termination of the Mobile Banking Services at any time by giving a written notice of at least 15 days to the Bank from the time the Notice is delivered to the Bank. I agree that I will remain responsible for any transactions made on my Mobile Banking account(s) through Mobile Banking until the termination of my Mobile Banking Service.

The Bank may withdraw the Mobile Banking Services anytime and shall endeavour to give a 30 days' notice to me. The closure of all my accounts will automatically terminate the Mobile Banking Service. Similarly the Bank may suspend or terminate Mobile Banking Services without prior notice if I have breached these Terms and Conditions or if the Bank notices some errors / omissions / fraudulent transactions related to my account or Customer id.

9 Fees :

I understand that Bharat Bank reserves the right to charge for the SMS Alerts Facility and revise such charges from time to time.

10 Governing Law :

Any dispute or differences arising out of or in connection with the Facility shall be subject to the exclusive jurisdiction of the Courts of Mumbai and shall be governed by the laws of India. Bharat Bank accepts no liability whatsoever, direct or indirect for noncompliance with the Laws of any country other than that of India. The mere fact that the Facility can be accessed by a Customer in a country other than India does not imply that the laws of the said country govern these terms and conditions and / or the operations in the Accounts and / or the use of the Facility.
