# <u>Urban Co-operative Bank Limited, Siddharth Nagar, Siddharth Nagar</u> Terms & Conditions - Axis Mobile Application

The terms and conditions ("Terms") form an Agreement between the User / Customer/ Account Holder and Urban Co-operative Bank Limited, SiddharthNagar and shall be regulated as per the provisions of the specified products & services provided by Urban Co-operative Bank Limited, SiddharthNagar through Mobile Banking. These Terms and conditions are in addition to existing policies of the bank specified from time to time.

In the following paragraph, the following words and phrases have the meaning as enumerated:

"Mobile Banking" means providing access to information regarding Saving / Current Account(s) / Fixed Deposit / Other Accounts of the Customer and usage of products and/or other services as may be made available on the Customer's Mobile Phone from time to time using Mobile Banking Application of the Bank.

"Mobile Phone" means the handset being used by the Customer through which he will be accessing the Bank's Application which will include accessories, attachments and other software which is used.

"Account Holder" refer's to a person who is a bona fide account holder with the Bank and who has been authorised by Bank to avail the Mobile Banking Service provided by the Bank.

"Personal Information" refers to the information about the Customer / User provided to Bank in connection with the Mobile Banking Service.

## **Eligibility**

The Customer or the Account holder is authorized by Bank to avail Mobile Banking facility and should register for the facility being offered by Bank. The Facility shall be made available to the Customer subject to the condition that he/she downloads the mobile application and registers for the facility first time and sets his/her m-PIN. The Facility will be made available to the Customers satisfying the eligibility criteria and shall be provided at the sole discretion of Urban Co-operative Bank Limited, SiddharthNagar and may be discontinued by Urban Co-operative Bank Limited, SiddharthNagar at any time, with prior notice to the customer.

## Registration:

The Customer/Account holder shall have to affirm that I as a Customer and Account holder of the Urban Co-operative Bank Limited, SiddharthNagar agree that I shall be entitled to use the Mobile Banking Service, if my request through application is found in order and approved by the Bank. The Bank has the right to reject my application without assigning any reason.

The Bank will decide from time to time the services to be provided to the user through Mobile Banking. The Bank reserves the right todecide the type of services, which a user may be offered on different category of accounts and may differ from category to category. The Bank at its own discretion has the right to make alterations/additions/deletions from time to time.

Urban Co-operative Bank Limited, SiddharthNagar reserves the right to choose the type of devices, versions, software platforms, network and data services that may have to be used

and will be supported and to be used by the Bank's customers. The Urban Co-operative Bank Limited, SiddharthNagar from time to time will notify and publish the officially supported tools, software and versions, along with the terms and conditions which are applicable for use of by customers. The Customer will have to comply with these terms and conditions at all times. Any deviations from the requirements or use of unsupported software and its versions while using Mobile Banking will be solely at the risk and responsibility of the customers and will be treated as unauthorizeduse and violation of Terms and Conditions.

The Customer/Account holder shall have to affirm that I agree that I shall use only my Registered 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 understand these curity of the Mobile Banking PIN (m-PIN) is very important and personal to me and that I must keep my m-PIN confidential and not reveal to any third party. I shall not write/record it at any place whereby some other person can come to know my m-PIN number. I understand that in case I fail to follow/adhere to these I shall be solely responsible for consequences arising there from. 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 unauthorised means.

During the process of registration of Mobile Banking Application user will be asked to set mPIN and the User is at liberty to change the m-PIN as many number of times as possible at his risk and consequences. The User will be solely responsible for maintaining secrecy of the m-PIN, so changed, and the Bank in no way shall be responsible for the misuse of the said m-PIN by any person otherthan the authorized User. The Bank does not assume any responsibility in this behalf including against loss incurred by the User as a result of misuse / unauthorised use of Mobile BankingFacility.

## **Liability of the User:**

The Customer/Account holder shall have to affirm that I agree to access Mobile Banking using my Registered Mobile Number and all transactions originated from the Registered Mobile Number irrespective of whether the transactions were 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 and conditions and not followed the instructions issued by the Bank and facilitated or caused the loss to self / Bank by negligent actions. The user will have to inform the Bank in case of unauthorized access to or erroneous transactions in the Mobile Banking accounts. The user has to inform the Bank immediately on change in Mobile/ Mobile Phone number/SIM Card.

I indemnify the Bank for all losses which may arise due to misuse or loss of my Mobile Phone or misuse of Passwords. The Bank will not be held responsible for any loss that I may suffer in these circumstances.

## **Bank's Liability**

In case of non availability of service due to natural calamities, natural disaster, floods, fire, legal directions, non availability of network, network failure, SMS failure, software or hardware issues orany other reason beyond the control of the Bank. The Bank will not be liable for any damages to the user or any other person whatsoever and damages can be of any nature. The Bank will not be liable for services provided by CSP or its actions.

#### **Mobile Features:**

The Bank will not be liable for the user using any of the features of Mobile phones provided by the Manufacturer. It is the users responsibility to use the features judiciously and understand the implication of using these features.

### **Personal Information:**

The user by using the Mobile Application provided by Bank allows the Bank or its Service providers, affiliates or any other third party service provider to use and collect technical information related to the equipment ie Mobile phone, software, hardware, peripherals, data and information stored in the equipment for providing the service as deemed fit by the Bank.

The bank shall not be held liable for any loss suffered by the user due to disclosure of the personal information to a third party by the Bank.

## Indemnity:

I shall indemnify and hold the Bank harmless against any loss suffered by the Bank,

#### **Amendment**

Urban Co-operative Bank Limited, SiddharthNagar expressly reserves the right, at any time and without prior notice to theCustomer/s, to modify, change or vary all or in part, the Terms related to this service.

## law and jurisdiction

The service provided shall be governed in all respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the competent Courts at Siddharthnagar which courts shall have jurisdiction in the matter to the exclusion of any other courts, irrespective of whether such other courts have similar jurisdiction in the matter. Urban Co-operative Bank Limited, SiddharthNagar is absolved of any liability arising, direct or indirect, for non-compliance with the laws of any country other than India where the services is accessible.