



Shivalik Mercantile Co-operative Bank Ltd.

A bank for your welfare

TERMS AND CONDITIONS FOR MOBILE BANKING (T&C)

DEFINITIONS

In these terms and conditions, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings viz:

BANK refers to Shivalik Mercantile Co-operative Bank Ltd., a Cooperative Bank registered under the Multi State Cooperative Act, 2002, having license to carry on Banking Business under the Banking Regulation Act, 1949 and having its registered office at 13/1207 Ansari Road, Saharanpur (U.P.) and having corporate office at Hakikat Nagar, near Old Sales Tax Office, Saharanpur, U.P. The expression “Shivalik Mercantile Cooperative Bank Ltd” shall, unless it is repugnant to the subject or context hereof, includes its successors and assigns.

USER or a customer refers to an individual or legal entity or Non Individual who holds a Savings Account/ Current Account or any other type of account with Shivalik Mercantile Cooperative Bank Ltd.

MOBILE BANKING ACCOUNT refers to the USER’s Savings and/or Current Account and/or OD and/or CC and/or any other type of account so designated by the Bank to be eligible account/s for operations through the use of Mobile Banking Channels.

PERSONAL DETAILS refers to the information about the USER obtained in connection with the Mobile Banking Service.

mPIN refers to the Mobile Personal Identification Number used for accessing/operating the mobile application.

tPIN refers to the Transaction PIN used for authenticating any transaction made using mobile banking application.

In these **Terms and Conditions**, unless the contrary intention appears:

- a. A reference to the words “include” or “including” shall be construed without limitation.
- b. All approvals, permissions, consents or acceptance required from Shivalik Mercantile Cooperative Bank Ltd for any matter shall require the prior written approval, permission, consent or acceptance of Shivalik Mercantile Cooperative Bank Ltd.
- c. Law includes any statute, rule, regulations, ordinance, judgment, order, decree, directives, guidelines or governmental restriction having the force of law, or interpretation of any foregoing by, any judicial authority, whether in effect as of date of signing/ submission of the application form or thereafter and each as amended from time to time.
- d. The singular includes the plural (and vice versa).
- e. The reference to gender shall include references to the male, female and neuter genders.
- f. The headings in these terms and conditions are inserted for convenience of reference only and are to be ignored in construing and interpreting the terms and conditions.

APPLICABILITY OF TERMS AND CONDITIONS

These terms and conditions ("Terms & Conditions") together with the application made by the User and as accepted by Shivalik Mercantile Cooperative Bank Ltd shall form the contract between the user and the bank and shall be further subject to such terms as Bank may agree with the other service provider. Any condition relating to the accounts of the customer other than these T&C will continue to apply except that in the event of any conflict between these T&C and the account conditions, these T&C will prevail.

The agreement shall remain valid until it is replaced by another agreement or terminated by either party or the account is closed, whichever is earlier.

APPLICATION FOR MOBILE BANKING SERVICES

Bank may offer Mobile Banking Service to its customers who are legal mobile subscriber having working knowledge of mobile devices at its discretion. The acceptance of the registration form and the acknowledgment thereof does not automatically imply that Mobile Banking Services shall be provided to the applicant customer.

The Bank may advise from time to time the Internet Software such as Browser, Java, which are required for using Mobile Banking Services. There shall be no obligation on the part of the Bank to support all the versions of the Internet/Mobile software.

The application for the facility of mobile banking made by use of permissible modes as specified by the bank from time to time shall be accepted only after the authentication of the customer through any mode of verification as may be stipulated by Shivalik Mercantile Co-operative Bank from time to time as may be decided at discretion of Shivalik Mercantile Co-operative Bank within the time limit as specified by the bank.

ELIGIBLE USER

The User desirous of using the facility of mobile banking should be either a sole account holder or authorized to act independently. In case of joint account/s, the written mandate of other account holders authorizing the customer to use the facility would be required. All or any transactions arising from the use of the facility in the joint account shall be binding on all the joint account holders, jointly and severally.

Mobile Banking Services will be available in case of joint accounts only if the mode of operation is indicated as 'either or survivor'. For 'either or survivor' accounts password will be issued to the all the joint account holder. All the other joint account holder/s shall expressly agree with this arrangement and give their consent on the account opening application for all transaction rights as either or survivor. In case of 'either or survivor' accounts if any of the joint account holder/s gives "stopping of operations" instructions for the use of Mobile Banking Service of the Mobile Banking Service accounts held jointly by them, the Mobile Banking Services will be discontinued for the user placing the said request.

AVAILABILITY AND DISCLOSURE

Section 3 of the Information Technology Act, 2000 prescribes the procedure for authentication of electronic records, which states that a subscriber may authenticate an electronic record by affixing his digital signature and Section 5 provides legal recognition to digital signature for authentication of electronic records

However, Bank has adopted the mode of authentication to the customer by means of verification of the mobile phone number and/ or through verification of debit card PIN allotted by Bank to the User or through any mode of verification as may be stipulated at the discretion of Bank which are not recognized under Information Technology Act, 2000 for authentication of electronic records. The unauthorized access and/ or use of aforementioned modes of authentication can raise a risk to the security of the Account/s of the User.

Hence to avoid any legal risks related with the use of modes of verification other than the digital signatures, the User(s) shall ensure maintenance of complete confidentiality, secrecy and protection of the authentication parameters such as mobile phone numbers and debit card PIN allotted to the User(s) and any other mode of verification as stipulated at the discretion of Bank.

The User shall not disclose the mobile phone number and/ or debit card PIN to any other person and shall not respond to any unauthorized SMS/ email/ phone call wherein such details have been asked for. Bank shall, in no manner whatsoever, be held responsible or liable, if the User incurs any loss as a result of the mobile phone number and/ or debit card PIN and/ or any other mode of verification as by Bank from time to time being disclosed/shared by the User with any unauthorized person or in any other manner whereby security of any of the modes of verification is compromised.

Therefore, the User is solely responsible to maintain the secrecy and confidentiality of the mobile phone number and/ or debit card PIN and/ or any other mode of verification as prescribed by Bank from time to time without any liability of Bank in this regard.

The instructions of the customer shall be effected only after authentication of the customer by means of verification of the mobile phone number and/ or debit card PIN allotted by Bank to the User or through any mode of verification as may be stipulated at the discretion of Bank

Bank shall endeavor to carry out the instructions of the User promptly, provided that Bank, shall not be responsible for the delay in carrying out such instructions due to any reason whatsoever, including, but not limited to, failure of operational system or any requirement of law or Bank's internal policies.

RECORDS

All Records of Bank relating to the Account and/ or arising out of the use of the facility, including the recorded time of the transaction and the authorized user originating the transaction, shall be conclusive proof of the genuineness and accuracy of the transactions in the account. The authority to record the transaction details is hereby expressly granted by the customer to Bank.

MOBILE BANKING SERVICES

Bank shall endeavor to provide to the user through Mobile Banking services such as inquiry about the balance in his account/s, details about transactions, Statement of Account, Request for issue of cheque-books, Request for transfer of funds between accounts of the same user and many other facilities as the bank may decide to provide from time to time. These facilities shall be offered in a phased manner at the discretion of the bank. The bank at its sole discretion may also make additions/ deletions to the Mobile Banking Services being offered. The availability/ non-availability of a particular service shall be advised through email, or SMS, or Website of the bank or written communication.

The bank shall take reasonable care to ensure the security of and prevent unauthorized access to the Mobile Banking Services using technology reasonably available to the bank.

The user shall not use or permit to use Mobile Banking Service or any related service for any illegal or improper purposes.

MOBILE BANKING SERVICES ACCESS

The user would be allotted mPIN on successful download through SMS and other Passwords (to be used at the time of login) by the bank in the first instance. The user will be required to change the password assigned by the bank on accessing Mobile Banking Services for the first time. For authentication of the transactions a separate Transaction Password (tPIN) will be allotted on successful registration through SMS. As a safety measure the user should change the password as frequently thereafter as possible.

In addition to mPIN and tPIN, the bank may at its discretion, advise the user to adopt other means of authentication.

The user shall not attempt or permit others to attempt accessing the account information stored in the computers of the bank through any means other than the Mobile Banking Services.

PERSONAL IDENTIFICATION NUMBER(PIN)

USER must:

- (i) keep the PIN confidential and not reveal the same to anyone.
- (ii) choose a PIN which shall be 4 digits long.
- (iii) not record the PIN in written or electronic form.
- (iv) not let any unauthorized person have access to his handset/mobile phone or leaves the same unattended while using Mobile Banking Services.

In the event of forgetting of PIN or expiry/ disability of PIN, user can request for change of the PIN through Mobile Banking forgot PIN option on the landing page of Mobile Banking Application of the bank. The selection of a new PIN shall not be construed as the commencement of a new contract.

REQUIREMENT OF MINIMUM BALANCE

USER shall maintain, at all times, such minimum balance in Mobile Banking account/s, as the bank may stipulate from time to time. The bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. The bank may withdraw the Mobile Banking Services facility, if at any time the amount of deposit falls short of the required minimum as aforesaid and/ or if the other charges remain unpaid, without giving any further notice to the user and/ or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

CHARGES

Bank shall have the discretion to charge such fees as it may deem fit from time to time and may at its sole discretion, revise the fees for use of any or all of the facilities, by notifying the customer of such revision. The customer may, at anytime discontinue or unsubscribe to the said facility. The charges for usage of Mobile Banking Services, IMPS or any other type of transaction and/or additional charges for selected services which will be advised to the user at the time of opening the account, during the transactional life of the account and/or will also be published on the website of the bank. All the costs incurred on transactions, wherever applicable, will be borne by the user.

FUNDS TRANSFER

USER shall not use or attempt to use Mobile Banking Services for funds transfer without sufficient funds in the account or without a pre-existing arrangement with the Bank for the grant of an overdraft. The bank shall endeavor to affect such fund transfer transactions received through Mobile Banking Services provided there are sufficient funds available in the user's account. The bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the reasonable control of the bank. In the event of overdraft created due to oversight/inadvertently, the user will be liable to pay the interest on such over drawn amount, as applicable from time to time.

AUTHORITY TO THE BANK

Banking transactions in the user's account/s are permitted through Mobile channel, only after authentication of the mPIN and tPIN of the user. The user (along with the joint account holder, if any) grants express authority to the bank for carrying out the banking transactions performed by him through Mobile Banking Services. The bank shall have no obligation to verify the authenticity of any transaction received from the user through Mobile Banking Service or purporting to have been sent by the user via Mobile Banking Services, other than by means of verification of the PIN.

The displayed output that is generated by the user at the time of operation of Mobile Banking Services is a record of the operation of the Mobile channel and shall not be construed as the Bank's record 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.

All transactions arising from the use of Mobile Banking Services to operate a joint account, shall be binding on all the joint account holders, jointly and severally, notwithstanding that one amongst such joint account holders only operates the accounts through Mobile Banking Services.

The User irrevocably and unconditionally authorizes Bank to access the Accounts and the Personal Information for effecting the instructions and providing the facility to the User, as well as for analysis, credit scoring and marketing. The User and the Authorized user agree that Bank may disclose, to other institutions, such information in relation to the User as may be necessary for any reason inclusive of but not limited to the participation in any telecommunication or electronic clearing network, in compliance with legal directives, for credit rating by recognized credit scoring agencies, and for fraud prevention.

ACCURACY OF INFORMATION

The USER is responsible for the correctness of information supplied to the bank through the use of Mobile Banking Services. The bank accepts no liability for the consequences arising out of erroneous information supplied by the user. If the user suspects that there is an error in the information supplied to the bank by him/her, he/she shall advise the bank at the earliest. The bank will endeavor to correct the error wherever possible on a best efforts basis.

If the user notices an error in the account information supplied to him through Mobile Banking Service, he/she shall advise the bank at the earliest. The bank will endeavor to correct the error promptly and adjust any interest or charges arising out of the error.

INDEMNITY

In consideration of Bank providing the facility, the user agrees to indemnify and keep bank safe and harmless from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out in good faith for acting on or omitting or refusing to act on any instructions given by use of the facility.

The User holds Bank/ its affiliates, harmless against any loss incurred by the client due to failure in the network of the cellular service provider. The User agrees to indemnify and hold bank harmless for any losses occurring as a result of:

1. The user permitting persons other than the authorized users to use the facility through any means; &
2. Any authorized user permitting any other person to have access, whether deliberately or inadvertently, to the mobile phone number.

DISCLOSURE OF PERSONAL DETAILS

USER agrees that the bank and/or its affiliates may hold and process his personal details on computer or otherwise

in connection with Mobile Banking Services as well as for statistical analysis and credit scoring. The user also agrees that the bank may disclose, in strict confidence, to other institutions, such personal details as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

For participation in any telecommunication or electronic clearing network in compliance with a legal directive

For credit rating by recognized credit rating agencies for fraud prevention purposes

PROPRIETARY RIGHTS

USER acknowledges that the software underlying the Mobile Banking Services as well as other Internet related software which are required for accessing Mobile Banking Services is the legal property of the respective vendors. The permission given by the bank to access Mobile Banking Services will not convey any proprietary or ownership rights in the above software.

The user shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Mobile Banking Services or create any derivative product based on the software.

CHANGE OF TERMS AND CONDITIONS

The bank has absolute discretion to amend or supplement any of the Terms & Conditions at any time and will endeavor to give prior notice of reasonable time for such changes wherever feasible. The bank may introduce new services within Mobile Banking Services from time to time. The existence and availability of the new functions will be notified to the user as and when they become available. By using these new services, the user agrees to be bound by the terms and conditions applicable.

NON-TRANSFERABILITY

The grant of facility of Mobile Banking Services to a user is not transferable under any circumstance and shall be used only by the user.

TERMINATION OF MOBILE BANKING SERVICE

USER may request for termination of the Mobile Banking Services any time by giving a written request or by uninstalling the mobile application. The user will remain responsible for any transactions made on his/her account/s prior to the time of such cancellation of the Mobile Banking Services. The Bank may withdraw the Mobile Banking facility anytime after giving reasonable notice under the circumstances to the user through the website.

The closure of account by the user will automatically terminate the Mobile Banking Services.

The bank may suspend or terminate the Mobile Banking Services without prior notice if the user has committed breach of these terms and conditions or the Bank learns of the death, bankruptcy legal incapacity of the user.

DISCLAIMER OF LIABILITY

The Bank shall not be responsible for any failure on the part of the User 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 such cellular service provider, providing services to the customer availing such roaming facility from the respective cellular service provider.

The User agrees that the Bank shall not be liable if:

- a. the user has breached any of the terms and conditions, contained herein or
- b. As a result on part of the user to advice Bank of a change, in or termination of the User's mobile phone numbers.
- c. There has been an unauthorized transaction in the account as a result of any person having control or custody of telecommunications instrument (such as mobile handset) so that such instrument may be used to give telecommunications instruction without authorization or any other issue/ default/error/ technological problem in the telecommunication instrument (such as the mobile handset) or duplication of mobile number/ SIM of the Customer such as but not limited to SIM card cloning, virus in handset etc.
- d. The bank is in no way liable for any error or omission in the services provided by any cellular or third party service provider (whether appointed by bank in that behalf or otherwise) to the customer, which may effect the facility.
- e. The bank will not be concerned with any dispute between the user and any cellular service provider and/ or third party providing such services, through which the facility is being availed by the user. The bank makes no representation or gives no warranty with respect to the quality of the service provided by any cellular service provider.
- f. The Bank shall not be liable to the account holder(s) 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 account holder(s) or any other person, if Mobile Banking Services access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or Internet or network failure, software or hardware error or any other reason(s) beyond the control of the bank.
- g. The Bank shall endeavor to take all possible steps to maintain secrecy and confidentiality of its customers' account/s but shall not be liable to the account holder(s) for any damages whatsoever caused on account of breach of secrecy/ confidentiality due to hacking or technological lapses in the system. The bank shall not be liable for any loss due to unauthorized transfer of funds through hacking, phishing, vishing, social engineering or any other fraudulent means.

NOTICES

Bank and the User may give notice under these Terms and Conditions in writing by delivering them by hand or by sending them by post to the last address given by the User and in case to Shivalik Mercantile Cooperative Bank Ltd at its operations office at Hakikat Nagar , Saharanpur-247001 (Uttar Pradesh).

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 Uttar Pradesh and shall be governed by the laws of India.