THE GODHRA URBAN CO OP BANK LTD

Terms and Conditions for Mobile Banking Services:

'Bank' shall mean The Godhra Urban Co-op Bank Ltd or any successor or its agents or assign of it

"Account', shall mean an account with the Bank in which a request for availing the Mobile Banking Service has been registered or re-registered with the Bank

'Customer' means the holder of an Account in The Godhra Urban Co-op Bank Ltd 'MPIN' shall mean the Personal Identification Number (password) for the Mobile Banking Service

Facility' shall mean Mobile Banking facility provided to the Customer including IMPS

'Mobile Phone Number' and 'Phone Number' shall mean the Mobile number that has been used by the Customer to register for the Facility.

'Application' shall mean the Bank's Mobile Banking application which will be downloaded onto the mobile phone of the Customer

Applicability of Terms and Conditions:

By using the MOBILE BANKING APPLICATION, the Customer thereby agrees to these Terms and Conditions, which form the contract between the Customer and Bank. MOBILE BANKING APPLICATION of the Bank shall be governed by such terms and conditions as amended by the Bank from time to time.

General Business Rules Governing Mobile Banking Application:

The following Business rules will apply on MOBILE BANKING APPLICATION being offered by the Bank:

The facility will be available to customers having a satisfactory running Savings/ Current/Overdraft/cash credit account with the Bank.

Bill payment and merchant payment when the service is used over the Mobile Banking Application (bill payment and merchant payment TO BE INTRODUCED LATER) .Bank reserve right to modify the upper limit at any time.

Entering the wrong MPIN thrice will block the MOBILE BANKING APPLICATION for the next one hour.

Bank shall amend the business rules for the Mobile Banking Application and that will be notified on Bank's website www.gubank.co.in which customer should notice.

In the case of a joint account where mode of operation is "Either or Survivor" authorized person can use the facility. The transactions in such accounts shall be binding on all the joint account holders, jointly and severally. Accounts where mode of operation is "joint" as also accounts in the name of minor or where minor is a joint account holder are not eligible for MOBILE BANKING APPLICATION.

The Bank reserves the right to reject a Customer's application for MOBILE BANKING APPLICATION without assigning any reasons.

The Customer can request for termination of the Facility by visiting the branch and giving a written request. The Customer shall remain accountable for all the transactions on the designated account made request prior to confirmation of any such cancellation request.

The facility may be suspended for any maintenance or repair work for any breakdown in the Hardware/ Software for MOBILE BANKING APPLICATION, any emergency or security reasons without prior notice and the bank shall not be responsible if such an action has to be taken for reasons of security or emergency.

The Bank may also terminate or suspend the services under the Facility without prior notice if the customer has violated the terms and conditions laid down by the Bank or on the death of the Customer when brought to the notice of the Bank.

By accepting the terms and conditions on the mobile phone while registering for the facility, the customer:

Agrees to use the MOBILE BANKING APPLICATION for financial and non-financial transactions offered by the Bank from time to time.

Also irrevocably authorizes the Bank to debit the Bank Accounts which have been enabled for MOBILE BANKING APPLICATION for all transactions/services undertaken using MPIN.

authorizes the Bank to map the account number, User ID and mobile phone number for the smooth operation of MOBILE BANKING APPLICATION 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.

agrees that he/ she is aware and accepts that MOBILE BANKING APPLICATION offered by the Bank will enable him/her to transact using Client Id and MPIN within the limit prescribed by the Bank and will be deemed as bonafide transaction.

Agrees that the transactions originated using the mobile phones are non-retractable as these are instantaneous/real time.

Bank shall amend the upper limit from time to time which will be binding upon him/her.
Agrees 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 number (Client Id) which has been used to register for the Facility.

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 at 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 is solely responsible for maintenance of the secrecy and confidentiality of the MPIN without any liability to the Bank.

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.

The Bank reserves the right to decide what services may be offered. Additions/ deletions to the services offered under the facility are at its sole discretion.

The instructions of the Customer shall be effected only after authentication under his/her USER ID and MPIN or through any other mode of verification as may be stipulated at the discretion of the Bank.

The transactional details will be recorded by the Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions.

The Customer hereby authorizes the Bank or its agents to send promotional messages including the products of the Bank, greetings or any other messages the Bank may consider from time to time.

The Customer understands that the Bank may send rejection or cannot process the request messages for the service request(s) sent by the Customer which could not be executed for any reason.

It is the 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.

The Bank is not liable for any dispute that may arise between such telecom service provider and the customer if his/her Telecom Service provider of the customer may levy charges for SMS/GPRS.

The Bank reserves the right to charge the Customer a fee for the use of the services provided under the Facility and change the fee structure at its discretion. Display of such charges on Bank's websites or/and on bank's notice board would serve as sufficient notice and the same is binding on the customer.

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 a best effort basis, if the customer reports such error in information. The Customer understands that 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 reasons beyond the control of the Bank.

The customer will be responsible for all transactions, including fraudulent/erroneous transactions made through the use of his/ her mobile phone, SIM card and MPIN, 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.

The Customer shall take all steps possible to ensure that his/her mobile phone is not shared with anyone and shall take immediate action to de-register from MOBILE BANKING APPLICATION as per procedure laid down in case of misuse/ theft/loss of the mobile phone or SIM card.

The Customer will use the services offered under Facility using the MPIN in accordance with the procedure as laid down by the Bank from time to time.

The Customer shall keep the USER ID and MPIN confidential and will not disclose these to any other person or will not record them in a way that would compromise the security of the services.

It will be the responsibility of the Customer to notify the Bank immediately if he/ she suspect the misuse of the MPIN. He will also immediately initiate the necessary steps to change his MPIN.

If the mobile phone or SIM is lost, the user must immediately take action to de-register from MOBILE BANKING APPLICATION at Home branch of the primary account enabled for MOBILE BANKING APPLICATION.

The Customer accepts that any valid transaction originating from the USER ID and / or 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.

The Customer shall keep himself/herself updated with regard to any information/ modification relating to the services offered under the facility which would be publicized on the websites and at the branches and would be responsible for the same.

The Customer shall be liable for all loss on breach of the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure to advise the Bank within a reasonable time about any unauthorized access in the account.

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.

Disclaimer:

The Bank, when acting 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 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 in transmitting of information or there is any error or inaccuracy of information or any other consequence arising from any 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 the quality of the service provided by any such provider. The Bank, its employees, agent or contractors, 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, contracts, 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 of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, 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.

The Bank will not be responsible if Bank's mobile banking application is not compatible with/ does not work on the mobile handset of the Customer.

Indemnity:
In consideration of the Bank providing these facilities, the Customer agrees to indemnify and hold the Bank harmless against all actions, claims, demands proceedings, loss, damages, costs, charges and expenses which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of or in connection with any services provided to the Customer pursuant hereto. The Customer shall indemnify the Bank for unauthorized access by any third party to any information/instructions/triggers given by the Customer or breach of confidentiality.