Gram-MUGBANK STD(03220) Ph.No.-270222/223/657/715/716

THE MUGBERIA CENTRAL CO-OPERATIVE BANK LTD.

Reg. H.O. & P.O.-MUGBERIA, Pin.-721425 Dist.- PURBA MEDINIPUR

Mobile Banking Services - Terms and Conditions

TERMS OF USE

These terms and conditions explain the rights and obligations pertaining to the Mobile Banking Service (defined below) and information that the Customer may use or request from the Bank or that the Bank may provide to the Customer through the Mobile Banking Service.

The Bank reserves the right to add, amend, revise, change or cancel any of these terms and conditions and also reserves the right to modify any features of any products or services offered by the Bank.

The Customer unconditionally accepts these terms and conditions applicable to such Account (defined below) and the services relating thereto and shall always be bound by and abide with them and their amendments from time to time.

The Customer understands and acknowledges that this Mobile Banking Service is an extension of the OLB (defined below) provided by the Bank and the Customer accessing such Mobile Banking Service shall also be bound by the terms and conditions that govern the OLB.

These terms and conditions are in addition to and not in substitution / derogation of the general business terms and conditions; the wealth management terms and conditions; and such other terms as may be prescribed by the Bank from time to time in relation to the Services.

— DEFINITIONS

Account shall mean the bank account maintained by the Customer with the Bank for which the Mobile Banking Service is being offered.

Applicable Laws shall mean and include any statute, law, regulation or a stipulation by the RBI or any other regulatory authority whether in effect as on date or as amended from time to time.

Application shall mean the mobile application which will be downloaded on the mobile phone of the Customer to access and use the Mobile Banking Service.

Bank shall mean Mugberia Central Co-operative Bank LTD.

Customer shall mean the existing holder of an Account with the Bank or the holder of the Bank's debit cards who has made an application to the Bank to use the Mobile Banking Service and / or downloaded the MUGB mBanking - Mobile Banking App and thereby agreed to these terms and conditions.

Customer Identification Data shall mean the Customer account number / card number, mobile phone number, Customer Information Folio(CIF) No. and other information that are to be used by the Customer to authenticate themselves prior to accessing the Mobile Banking Service which may be the same as the information used by the Customer for accessing the OLB services.

Mobile Banking Service means any and all of the Services offered by the Bank to the Customer on phone and / or any electronic gadgets owned by the Customer.

Mobile Phone Number shall mean the number registered by the Customer in relation to the use of Services offered by the Bank.

OLB means Online Banking Services provided by the Bank on its website.

RBI shall mean the Reserve Bank of India.
Service shall mean current / savings account related operations including inter alia wealth management services and / or such additional features as may be added / removed from time to time.
SMS shall mean Short Messaging Service, being a service offered by Telephone Service Providers and / or any other similar method of electronic communication that may now or at anytime in the future be offered by Telephone Service Provider(s).
SMS Banking means a service that allows Customers to access their account information via Mobile phone using SMS messaging.
Telephone Service Provider shall mean the provider of the mobile phone connectivity services and Mobile Phone Number used by the Customer on their mobile phones.
Website shall mean the domain of the Bank located at url www.mugberiaccbank.com owned and controlled by the Bank.
ACCEPTANCE OF TERMS AND CONDITIONS
On the terms and conditions hereinafter provided, the Bank offers the Mobile Banking Service to the Customer. These terms and conditions made by the Bank and accepted by the Customer shall form the contract between the Customer. These terms and conditions shall be in addition to and not in derogation of other terms and conditions relating to any Account or Service of the Customer and / or the respective product provided by the Bank unless otherwise specifically stated.
To access the Mobile Banking Service, the Customer is required to download the Application on their mobile phone and / or any electronic gadgets owned by the Customer provided such mobile phone and / or any electronic gadgets is compatible with the Application.
In order to transact under the Mobile Banking Service, there are transaction data verification / re-authentication requirements for the Customer. The Customer may use the OLB credentials or the Customer Identification Data to effect such verification / re-authentication. The Customer will use the same Customer Identification Data for both the OLB and Mobile Banking Service. The Customer must strictly adhere to privacy procedures to ensure safe keeping of the log in credentials.
USAGE OF FACILITY
By accepting the terms and conditions on the mobile phone while registering for the Mobile Banking Service, the Customer:
a) agrees to use the Mobile Banking Service for financial and non-financial transactions offered by the Bank from time to time,
b) irrevocably authorizes the Bank to debit the Accounts which have been enabled for Mobile Banking Service for all transactions / services undertaken by using Customer Identification Data,
c) authorizes the Bank to map the account number, CIF and Mobile Phone Number for the smooth operation of Mobile Banking Service 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,
d) agrees to the usage of the Customer Identification Data as an authentication factor for the Mobile Banking Service,
e) confirms to the acceptance of the terms and condition of the Mobile Banking Service offered by the Bank,
f) agrees that the Mobile Banking Service will enable him / her to transact using Customer Identification Data within the limit prescribed by the Bank and will be deemed as bonafide transaction,
g) agrees that the transactions originated using the mobile phones are non-retractable as these are instantaneous / real time,
h) understands and explicitly agrees that the Bank has the absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding, and
i) agrees that while the Information Technology Act, 2000 (IT Act) 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 Phone Number, Customer Identification Data or any other method decided at the discretion of the Bank which may not be recognized under the IT Act 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 Customer Identification Data without any liability to the Bank.
— The guidelines issued by the RBI on "Know Your Customer (KYC)", "Anti Money Laundering (AML)" and "Combating the Financing of Terrorism (CFT)" from time to time would be applicable to the Mobile Banking Service.
— The Bank shall file "Suspicious Transaction Report (STR)" to the "Financial Intelligence Unit – India (FIU-IND)" for mobile banking transactions as in the case of normal banking transactions

— ACCURACY OF INFORMATION
— It is the responsibility of the Customer to provide correct information to the Bank through the use of the Mobile Banking Service or any other method. The Bank will endeavor to correct the error wherever possible on a best effort basis, if the Customer reports such error in information promptly.
— The Customer accepts that, in case of any discrepancy in this information, the Bank shall not be responsible for any errors which may occur in spite of the steps taken by the Bank to ensure the accuracy of the information and shall not have any claim against the Bank in an event of any loss / damage suffered as a consequence of an information provided by the Bank found to be not correct.

— FEE STRUCTURE
The Bank reserves the right to charge the Customer a fee for the use of the services provided under the Mobile Banking Service and change the fee structure at its discretion. Fees may be collected from the Customer in such manner and at such intervals as the Bank may specify as per the above guidelines.

— RESPONSIBILITIES AND OBLIGATIONS OF THE CUSTOMER
— The Customer shall act in good faith, exercise reasonable care and diligence in keeping the Customer Identification Data and all other personal and confidential information in secrecy. At no time and under no circumstances shall the Customer disclose the Customer Identification Data and related details to any other person or permit the information to come into the possession or control of any other person.
— The Customer confirms that all persons whose personal or other data is transmitted, processed or otherwise handled, have consented to such transmission, processing or other handling under these terms and conditions in accordance with the extant laws, or the Customer shall obtain their consent prior to any such transmission, processing or other handling.
— The Customer will be responsible for all transactions, including fraudulent / erroneous transactions made through its mobile phone, SIM card and Customer Identification Data 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.
— It will be the responsibility of the Customer to notify the Bank immediately if he / she suspects the misuse of the Customer Identification Data. He / she will also immediately initiate the necessary steps to change his Customer Identification Data.
— 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 Mobile Banking Service is availed and the Bank does not accept / acknowledge any responsibility in this regard.
— The Customer shall keep himself / herself updated with regard to any information / modification relating to the services offered under the Mobile Banking Service which would be published on the Website and sent to the Customer for acceptance in case of a change.

— NON-TRANSFERABILITY

The grant of the Mobile Banking Service to a Customer is not transferable under any circumstance and shall be used only by the Customer. However, the Bank shall have the right to transfer, assign or sell all its rights under these terms and conditions, which shall continue to be in force and effect for the benefit of the successors and assigns of the Bank.

— CONFIDENTIALITY AND DISCLOSURE

— To the extent permitted by the Applicable Laws, the Bank shall be entitled to transfer any information relating to the Customer and / or any other information given by the Customer for utilisation of the Mobile Banking Service to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors and agents of the Bank, intermediaries and third parties selected by the Bank, wherever situated, for confidential use on a need to know basis and in connection with the Mobile Banking Service.

— The Customer agrees and provides his / her express consent that the Bank may disclose any information whatsoever regarding him / her and / or his / her Account(s) to:

a) any person or organization providing any service to its Customers, whether within or outside India for the purpose of providing the Services including but not limited to investigating discrepancies, errors or claims;

b) under operation of the Applicable Laws;

c) banks, financial institutions or credit reference agents for the purpose of assessing the Customer's creditworthiness or otherwise; and

d) any person (whether or not related to the Bank) for purposes of that person or entity marketing any product or service to the customer, whether by electronic means or otherwise.

To the extent not prohibited by applicable law, the Bank shall be entitled to transfer any information relating to the Customer and / or any other information given by the Customer for utilization of the Mobile Banking Service or Service to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors and third parties selected by the Bank, wherever situated, for confidential use in and in connection with the Mobile Banking Service or Service. Further, the Bank shall be entitled at any time to disclose to any other bank / association / financial institution or any other body. This clause will survive the termination / usage of the Mobile Banking Service or Service.

— NO WARRANTY

— Without prejudice to anything contained in these terms and conditions, the Bank, third party service provider, and their respective third party suppliers, licensors, and partners makes no express or implied warranty or make any representations regarding the use or the results of the use of the with respect to the Mobile Banking Service provided hereunder including, without limitation, any warranties of non-infringement of third party rights, title, marketability, of correctness, accuracy, adequacy, reliability, suitability, satisfactory quality and fitness for a particular purpose or otherwise.

— The Customer expressly agrees that use of the Mobile Banking Service is at its risk. The Mobile Banking Service and any data, information, third party software, reference sites, services, or software made available in conjunction with or through the Mobile Banking Service are provided on an “as is” basis.

— LIMITATION OF LIABILITY

Without prejudice to any other provisions of these terms and conditions, the Bank shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Mobile Banking Service and / or these terms and conditions. Notwithstanding the generality of the above, the Bank expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings which may arise in respect of the Mobile Banking Service.

— INDEMNITY

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

DISCLAIMER

The Bank or its employee / contractual staff will not be liable for:

a) any unauthorized use of the Customer's Identification Data or

b) mobile phone number / instrument or unauthorized access to e-mails received at his notified email address for any fraudulent, duplicate or erroneous instructions given by use of the same; or

c) acting in good faith on any instructions received by the Bank; or

d) error, default, delay or inability of the Bank to act on all or any of the instructions; or

e) loss of any information / instructions / alerts in Transmission; or

f) unauthorized access by any other person to any information / instructions given by the Customer.

The Bank reserves the right to limit the amount and frequency of payments that a Customer may make by using the Mobile Banking Service, with prior intimation to the Customer. The Bank further reserves the right to alter / amend / modify the limits as imposed with prior intimation to the Customer.

The Bank shall not be liable for any loss or damage that the Customer may incur due to negligence, act or omission of any third party.

The Customer shall be solely responsible for the selection of the device / Telephone Service Provider(s) and for all issues / disputes between the Customer and the Telephone Service Provider(s) and / or the manufacturer of the device.

ADDITION AND WITHDRAWAL OR TERMINATION OF MOBILE BANKING SERVICE

The Mobile Banking Service is made available to the Customer, at the sole discretion of the Bank and may be discontinued by the Bank at any time, without notice.

The Bank reserves the right to introduce additional services with or without giving any notice to the Customer. The Bank reserves the right to send SMS to the registered mobile phones regarding its products, services or any related matter, without the express consent of the Customer.

GOVERNING LAW AND JURISDICTION

Any dispute or differences arising out of or in connection with the Mobile Banking Service shall be subject to the exclusive jurisdiction of the Courts and tribunals of Mumbai and shall be governed by the laws of India.

GRIEVANCE REDRESSAL

The Customer is advised to familiarize with the Grievance Redressal procedure available on our Website for details on how to address a grievance that the Customer may have concerning Bank's Services. The Grievance Redressal set out by the Bank is in accordance with the Banking Ombudsman Scheme 2006. For further information on Grievance Redressal, contact our help desk at 1800 120 3600* or mobilebankingcare@mugberiaccbank.com