

TERMS AND CONDITIONS GOVERNING MOBILE BANKING

1. Definitions:

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

Bank refers to **THE COIMBATORE DISTRICT CENTRAL CO-OPERATIVE BANK LTD** registered as a Co-operative society under Government of India Act X of 1904 and licensed as Bank under Banking Regulation Act, 1949 and having its registered office at No. 80, Bank Road, Coimbatore - 641 018 includes the successors and assigns of **THE COIMBATORE DISTRICT CENTRAL CO-OPERATIVE BANK LTD.**

Customer refers to the customer of **THE COIMBATORE DISTRICT CENTRAL CO-OPERATIVE BANK LTD.**

USER refers to the customer of the BANK authorized to use Bank's Mobile Banking Service.

CDCC Bank Mobile is the name of the Bank's Mobile Banking facility offered by the Bank.

ACCOUNT refers to the accounts held by the User such as Savings, Current Account and any other type of account so designated by the bank to be eligible account for operations through Mobile banking services. One of these accounts will be designated as Primary Account and other accounts will be called as Secondary Accounts. The **USER** should be either account holder, sole signatory or Authorized to act alone when there is more than one signatory. **An account in the name of a minor or in which the minor is a joint account Holder, is not eligible to avail the Mobile banking Services**

OTP refers to One Time Password, which will get auto generated by application while verifying the mobile number and handset.

MPIN refers to the Mobile Banking Personal Identification Number.

TERMS refer to Terms and Conditions for user of CDCC Bank Mobile Banking Service as specified in this document. These TERMS form the contract between the USER and the BANK. By Applying for and accessing the service the USER acknowledges and accepts these TERMS. These TERMS will be in addition to and not in derogation of the Terms and Conditions relating to any account of the customer.

2. Application for CDCC Bank Mobile Banking Service

The Customer shall apply to the Bank, for the use of **CDCC Bank Mobile Banking Service** by application through forms as prescribed by Bank from time to time for use of the facility. No legal right would accrue to the benefit of the customer on presentation of the prescribed application. The services are provided at bank's discretion. However, the bank would always Endeavour to offer its best services to all the applicants. Application for the facility shall be accepted by the bank only after authentication.

3. SERVICES

CDCC Bank provides the following services through Mobile Banking Services.

- 1. Enquiry Services 2.Information Services 3.Transaction Services 4. Request services 5. Miscellaneous Services. The bank shall provide additional services or discontinue some of the services at the sole discretion of the Bank.

- The BANK shall take reasonable care to ensure the security of and prevent unauthorized access to the service using technology available to the BANK . The USER shall not use or Permit to use any related service for any illegal or improper purposes.
- Customers are advised to note that in the mobile banking scenario there is no stop payment privileges for mobile banking transactions since it becomes impossible for the banks to stop payment in spite of receipt of stop payment instruction as the transactions are completely instantaneous and are incapable of being reversed.
- The customer hereby authorize the Bank to send promotional messages including the products of the Bank, greetings or any other messages the Bank may consider from time to time.

4. Joint Account

In case of joint account an User –ID will be issued to one of the joint account holders. The other joint account holder(s) shall expressly agree with this Arrangement and give their consent on the application form for use by that Authorized person. In case any of the joint account holder(s) gives “stop payment” Instructions in respect of operations through the use of CDCC Bank Mobile BANKING Service in writing, on any of the accounts held jointly by them, the service will be discontinued for the USER.

5. Access to the CDCC Bank Mobile Banking services

Bank will allot USER-ID and a secret MPIN in the first instance. The USER has to **Change** the MPIN assigned by the BANK on accessing for the first time. As a Safety measure the USER shall change the MPIN as frequently thereafter as Possible. 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 Bank’s CDCC Bank Mobile Banking service. The Bank will not be responsible if Bank’s Mobile Banking application is not compatible with /does not work on the mobile hand set of the Customer.

6. MPIN

The USER shall A. choose a MPIN which must be six numerals. This shall not relate to any readily accessible personal data such as, Date of birth, Telephone number, Driving license or easily guessable numbers. B. not to record the User ID and MPIN in a written or electronic form and commit them to memory. C. keep the User- ID and MPIN confidentially and not to reveal the MPIN to any third Party. D. takes all care so that his USER ID and MPIN are not used by any other persons.

7. Minimum Balance and charges

The Bank may, at its discretion, stipulate at any time for maintaining certain minimum balance or levy any charges for availing the CDCC Bank Mobile Banking services of the Bank. The BANK may, at its discretion, levy penal charges for non maintenance of the minimum balance. These charges may be published on the web site of the BANK. The USER authorizes the BANK to recover all charges from time to time by debiting one of User’s accounts. The BANK may withdraw the facility, without giving any notice to the USER and without incurring any liability or responsibility whatsoever by reason of such withdrawal.

8. Authority of the Bank

The BANK shall have no obligation to verify the authenticity of any transaction other than verification of the User-ID and the password. The display or printed output that is produced by the USER at the time of operation through Bank's Internet access shall not be construed as the Bank's record. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless any discrepancy is pointed out within a week from the date of sending the periodical statement to the USER or the updating of the passbook. All transactions arising from the joint account, shall be binding on all the joint account holders, jointly and severally.

9. Accuracy of Information

The USER is responsible for the correctness of information supplied to the BANK through the use of CDCC Bank Mobile BANKING or through any other means such as electronic mail or written communication. 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, he shall advise the BANK as soon as possible. The BANK will endeavor to correct the error wherever possible on a best efforts' basis.

10. Liability of the USER and the BANK

The USER shall be liable for any loss from unauthorized transactions in the accounts if he has breached the TERMS or contributed or caused the loss by negligent actions. The BANK shall not be liable for any unauthorized transactions occurring which can be attributed to the fraudulent or negligent conduct of the USER.

The BANK shall not be held liable to the USER if access is not available in the desired manner of reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the network telecommunication or internet or network failure, software, 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.

11. Indemnity

The USER 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 improper use by the USER.

12. Disclosure of Personal Information

The USER agrees that the BANK or its representatives may hold and process his / her Personal Information on computer or otherwise in connection with 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 Information 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 scoring agencies and for fraud prevention purposes.

13. Bank's Lien

To the extent of all outstanding dues, whatsoever, arising as a result of the using CDCC Bank Mobile Banking Service extended to the USER, the BANK shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the User's Primary Account, Secondary Account or in any other account, whether in single name or joint name(s),

14. Proprietary Rights

The USER shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying or create any derivative product based on the software. The USER acknowledges that the software underlying the CDCC Bank Mobile Banking Service as well as other internet related software which are required for accessing is the legal property of the respective vendors. The permission given by the BANK to access will not convey any proprietary or ownership rights in the above software.

15. Change of Terms and Conditions

The BANK has the absolute discretion to amend or supplement any of the TERMS at any time and will endeavor to give prior notice of fifteen days for such changes wherever feasible except for changes to interest rates and other variations that are subject to market changes. The BANK may introduce new services within CDCC Bank Mobile Banking from time to time. The existence and availability of the new functions will be notified to the USER as and when they become available. The Changed Terms and Conditions applicable to the new CDCC Bank Mobile Banking services shall be published in the Bank's website. By using CDCC Bank Mobile Banking services, the USER agrees to be bound by the Terms and Conditions applicable.

16. Non – Transferability

The CDCC Bank Mobile Banking service shall be used only by the USER and it is not transferable under any circumstances.

17. Termination of service

The CDCC Bank Mobile Banking service can be terminated on the following grounds. Request by the USER by giving a written notice at least 15 days to the bank. The BANK may withdraw the facility anytime provided the USER is given reasonable notice under the circumstances. The BANK may suspend or terminate facilities without prior notice if the USER has breached the Terms and Conditions or the BANK learns about the death, bankruptcy or lack of legal capacity of the USER if any. The Closure of all accounts of the USER will automatically terminate the CDCC Bank Mobile Banking service.

18. Notices

Notices under these Terms and Conditions may be given by the BANK electronically. Such notices will be regarded as being in writing by delivering them by hand or by sending them by post to the last address given by the USER and in the case of the BANK to the address mentioned in the heading above. The bank shall in no way be held responsible for non receipt of the same. In addition, the BANK may also publish notices of general nature which are applicable to all USERS of CDCC Bank Mobile Banking on its website. Such notices will have the same effect as a notice served individually to each USER.

19. Governing Law

These Terms and Conditions and/ or the operations in the accounts of the USER maintained by the BANK and/or the use of the services provided through CDCC Bank Mobile Banking shall be governed by the laws of the Republic of India and no other nation. The USER and the BANK agree to submit to the exclusive jurisdiction of the Courts located in Coimbatore, Tamil Nadu, and India as regards any claims or matters arising under these terms and conditions. The BANK accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India.

20. General

The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause. The USER shall not assign this agreement to anybody else. The BANK may sub – contract and employ agents to carry out any of its obligations under this contract.

21. Customer information for providing Mobile Banking Facility

The Customer can get the CDCC Bank Mobile Banking Services application from the Branch where the Customer having account. The Customer shall fill the application with the particulars requested in it. Mobile Number and Mail ID are necessary for providing Mobile Banking services to the Customer. The Customer must know the CIF number and the accounts linked to the CIF.

The application which does not contain all necessary particulars will not be accepted upon. Hence the customer is advised to give all the particulars that the bank may require. When new accounts are opened with the existing CIF, in which Mobile Banking facility is provided, the new account(s) will be reflected in the facility.

The Bank shall make all reasonable efforts to ensure that the customer information is kept confidential but shall not be responsible for any inadvertent divulgence or leakage of confidential Customer Information for reasons beyond its control or by action of any third party.

22. FORMALITIES

After scrutinizing the customer's application the Bank will activate the Mobile Banking Facility to the customer. Customer shall download the CDCC Bank Mobile application from the Google play store. After installing application an OTP will get auto generated by application for verifying mobile number and handset. Customer will be asked to set MPIN. Customer can log in and check all features.

23. SAFE CUSTODY OF MOBILE / SIM

It is the responsibility of the user to advise the Bank any loss / theft of mobile phone. In case of lost or theft of Mobile Phone / SIM card, the customer must inform the bank to suspend or cease Mobile Banking facility. In such circumstances the customer should complain the police authorities having jurisdiction and keep the bank informed of such complaint.

In case of change of Mobile handset but continue using the same mobile number the user must uninstall/delete the CDCC Bank Mobile application installed in the specified mobile, to maintain the confidentiality and secrecy. While In case of change of Mobile Number, the user has to go for fresh registration.

Ver: 1

.....