

Terms and Conditions for Nainital Bank Mobile Banking Service

These terms and conditions ("Mobile Banking - Terms") set out the rights and obligations of you, the customer, and us, the Bank, in connection with your use of the Mobile Banking-Service. All the terms and conditions of these Mobile Banking-Terms are legally binding, so please read them carefully before you accept and agree to the said terms and conditions.

1. Definitions: The following words and expressions shall have the corresponding meanings wherever appropriate.

1.1 **'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

1.2 **'Customer'** means the holder of an Account in The Nainital Bank Ltd.

1.3 **'MPIN'** shall mean the Personal Identification Number (password) for the Mobile Banking Service.

1.4 **'NTBMBS'** shall mean Nainital Bank Mobile Banking Service and includes the service over the application/NUUP/WAP/SMS Banking

1.5 **'NUUP'** National Unified USSD Platform

1.6 **'USSD'** shall mean Unstructured Supplementary Service Data

1.7 **'Bank'** shall mean The Nainital Bank Limited

1.8 **'Facility'** shall mean Mobile Banking facility provided to the Customer including IMPS, contained in clause 11

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

1.10 **'WAP'** means Wireless Application Protocol.

1.11 **'Bank's website'** means www.nainitalbank.co.in

1.12 **'SMS banking'** means a service that allows Customers to access their account information via Mobile phone using SMS messaging.

1.13 **'Base branch'** means the branch where the customer has his/her primary account.

2. Applicability of Terms and Conditions

No Customer is entitled to use the NTBMBS without understanding and agreeing to the Terms and Conditions for Mobile Banking Service. By using the NTBMBS, the Customers thereby agree and consent to these Terms and Conditions, which form the contract between the Customer and Bank. NTBMBS shall be governed by such terms and conditions as amended by the Bank from time to time. These terms and conditions shall be in addition to and not in derogation of other terms and conditions relating to any Account of the Customer and/or the respective product or the service provided by the Bank unless otherwise specifically stated.

3. General Business Rules Governing Mobile Banking Service

The following Business rules will apply to the NTBMBS

3.1 The Facility will be available to Customers having a Savings/ Current account with the Bank and the services shall be restricted only to customers of banks as per the extant Reserve Bank of India guidelines.

3.2 Customers desiring to transact up to Rs.5000/- per day over NUUP/SMS Banking.

3.3 Entering the wrong MPIN (3 Times) will block the NTBMBS to the Account for the day and three such consecutive blockages will de- activate the Facility and the Customer should re register for the services as per the procedure laid down for the same.

3.4 Any change in the business rules of any of the processes will be notified on Bank's website www.nainitalbank.co.in, which will be construed as sufficient notice to the Customer.

3.5 In the case of a joint account where mode of operation is "Either or Survivor" any of the joint account holders can use the Facility but the application has to be signed jointly. The transactions in such accounts shall be binding on all the joint account holders, jointly and severally. The Customers are bound to advise the Bank separately, of any change in the mode of operation in an Account and get it effected for necessary modifications to the Application. 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 NTBMBS.

3.6 The Bank reserves the right to reject a Customer's request for NTBMBS without assigning any reasons.

3.7 The Bank may suspend the Facility, if the same has not been accessed by the Customer for three months or more. If the Facility has not been accessed for six months or more, the same will be cancelled.

3.8 The Customer can request for termination of the Facility through Deregistration Form for Mobile Banking Services of Bank (NTBMBS).

3.9 The services offered under the Facility will be automatically terminated if the primary account linked for the Mobile Banking Services is closed. 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.

4. Usage of Facility:

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

4.1 agree to use the NTBMBS for financial and non-financial transactions offered by the Bank from time to time.

4.2 also irrevocably authorizes the Bank to debit the Accounts which has been enabled for NTBMBS for all transactions/services undertaken by using MPIN.

4.3 authorizes the Bank to map the account number, Mobile Phone Number for the smooth operation of NTBMBS 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.

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

4.5 agrees that the transactions originated using the mobile phones are non retractable/ reversible as these are instantaneous/real time.

4.6 understands and explicitly agrees that Bank has the absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding upon him/her.

4.7 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 Phone Number which has been used to register for the Facility.

4.8 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.

5. Others

5.1 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.

5.2 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.

5.3 While it shall be the endeavour of the Bank to carry out the instructions received from the Customers promptly, it shall not be responsible for the delay/ failure in carrying out the instructions due to any reasons whatsoever including failure of operational system or due to any requirement of law. The Customer expressly authorizes the Bank to access his/her account information required for offering the services under the Facility and also to share the information regarding his/ her accounts with the service provider/ third party as may be required to provide the services under the Facility.

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

5.5 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.

5.6 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.

5.7 The Customer expressly authorizes the Bank to carry out all requests/ transactions purporting to have been received from his/ her mobile phone and authenticated with his/ her MPIN. In the case of payment facilities like fund transfer, utility payment etc, the customer shall be deemed to have expressly authorised the Bank to make the payment when a request is received from him/ her.

5.8 It is the responsibility of the Customer to advise the Bank of any change in his mobile number or loss of mobile phone by adopting the procedure laid down by the Bank for the purpose.

5.9 The Telecom Service provider of the customer may levy charges for each SMS/GPRS/2G/3G etc. and the Bank is not liable for any dispute that may arise between such telecom service provider and the Customer.

6. Fee structure for the Facility:

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 website www.nainitalbank.co.in would serve as sufficient notice and the same is binding on the customer.

7. Accuracy of Information:

7.1 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 endeavour to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.

7.2 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.

7.3 The Customer accepts that 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.

8. Responsibilities and obligations of the Customer

8.1 The Customer will be responsible for all transactions, including unauthorised /wrong/ incorrect/mistaken/false 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 or not. The Customer will be responsible for the loss/damage, if any suffered in respect of all such transactions.

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

8.3 The Customer will use the services offered under the Facility using the MPIN in accordance with the procedure as laid down by the Bank from time to time, including the terms and conditions contained herein.

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

8.5 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.

8.6 If the mobile phone or SIM is lost, the user must immediately take action to de-register from NTBMBS at base branch of the primary account enabled for NTBMBS.

8.7 The Customer accepts that any valid transaction originating from the 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.

8.8 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 Bank's websites/ branches and would be responsible for taking note of/ compliance of such information/ modifications in making use of the Facility.

8.9 The Customer shall be liable for all loss or 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 unauthorised access in the account.

8.10 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.

8.11 Bank shall not accept any STOP PAYMENT instructions, once the transaction amount and the beneficiary account are keyed in and authorized by the customer.

8.12 The customer is advised to be prudent in downloading content through Bluetooth/ GPRS/2G/3G etc. and ensure that proper antivirus software is used from time to time to remove malware residing in the handset.

9. Disclaimer

9.1 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.

9.2 The Bank, its employees, 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.

10. Indemnity:

In consideration of the Bank providing the Facility, 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.

11. Immediate Payment System

Immediate Payment System (IMPS) offer an instant, 24X7, interbank, electronic fund transfer service through mobile phones. IMPS facilitate to use mobile instruments as a channel for accessing bank accounts and put interbank fund transfers in a highly secured manner with immediate confirmation features. This facility is provided by NPCI (National Payments Corporation of India) through its existing NFS switch.

Any customer of the 'The Nainital Bank Ltd' whose mobile number is registered for IMPS, can transfer money to Intra / other Bank's customer account (Beneficiary account) by knowing beneficiary customer's MMID and Mobile number (P2P) or Beneficial account number and IFS Code (P2A) through Mobile phone using SMS (SMS channel application).

12. SMS Banking:

When the Service is used by the Customer through SMS Banking, the MPIN will be part of the message, which is being sent by the Customer to the Bank for completing the transactions. It will be the responsibility of the Customer to delete such message from the sent items folder in the message box of the Mobile handset to ensure against possible misuse and safeguard the interests of the Customer and the Bank.

13. Governing Law & Jurisdictions

13.1 The Facility and the terms and conditions of the same are governed by the applicable laws in India.

13.2 Any dispute or claim pertain to the Facility and /or the terms and conditions herein are subject to the exclusive jurisdictions of competent courts/tribunals/forums in Nainital and the Customer agrees to such exclusive jurisdictions in Nainital.

Customer Signature
(Application to be signed jointly, if the mode of operation of the account is EorS)