



**Nainital Bank**  
*amulya rishto ka atoot bandhan*

## Terms and Conditions

- 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 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 (Online Banking Services) 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.

## 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, User ID 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 /other 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

## 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.

**Note:** The Nainital Bank never asks for bank account details for any purpose through phone call/email/SMS. The Bank urges all its customers not to respond to such phone calls/emails/SMS and not to share their banking details with anyone for any purpose. Never share your debit/credit card CVV/PIN number with anyone.

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