



**MOBILE BANKING Terms & Conditions**

**Definitions:**

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

<b>Applicant</b>	Applicant is the account holder applying for the Mobile Banking Service provided by the bank
<b>Primary Account</b>	The account wherein the applicant is the first account holder
<b>Customer</b>	The holder of a bank account in The Surat District Co-Operative Bank Ltd.
<b>Bank</b>	The Surat District Co-Operative Bank Ltd. or any successor or assign
<b>Base Branch</b>	The branch where the customer has his/her primary account
<b>Facility</b>	Mobile banking Facility provided to the customer
<b>Application</b>	Bank's Mobile Banking software downloaded in the mobile phone of the customer after registration
<b>Mobile Phone Number</b>	Mobile number that has been given by the customer to register for Mobile Banking Facility
<b>Password</b>	Password for mobile banking is login credential to use Mobile Banking application.
<b>IMPS</b>	Immediate Payment Service (IMPS) is an instant inter bank electronic fund transfer service through mobile phones.
<b>MMID</b>	Mobile Money Identifier (MMID) is a seven digit number to be generated from the mobile application. MMID is required for fund transfer through IMPS mode
<b>WAP</b>	Wireless Access Protocol(WAP) is accessing your mobile banking application through internet by using GPRS connection provided by your service provider
<b>OTP</b>	One Time Password, approve the transaction using OTP received on customer's registered mobile number.

**Applicability of Terms and Conditions:**

By using Mobile Banking Facility, the Customer there by agrees to these Terms and Conditions, which form the contract between the Customer and Bank. Mobile Banking Facility shall be governed by such terms and conditions as mended 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.

**Business Rules for Mobile Banking:**

- The Service will be available to Customers having a Savings/ Current/ Over draft account with the Bank.
- Entering the wrong Password five time will block the Mobile Banking facility to the Account. After this customers must remove the block by filling the forms at base branch.
- Any change in the business rules of any of the processes will be notified on Bank's website [www.sudicobank.com](http://www.sudicobank.com), which will be construed as sufficient notice to the Customer.
- In the case of an account where mode of operation is "Either or Survivor", "Former or Survivor" or any form, the transactions in such accounts will be binding on primary account holders. The Customers are bound to advise the Bank separately, of any change in the mode of operation in an Account and get it affected 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 Mobile Banking.
- The Bank reserves the right to reject a Customer's request for Mobile Banking without assigning any reasons.
- 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 canceled.
- It shall be the Bank's endeavor to give a reasonable notice for withdrawal or termination of the service, but the Bank may at its discretion withdraw temporarily or terminate the service, either wholly or partially, anytime without giving prior notice to the Customer. The service may be suspended for any maintenance or repair work for any breakdown in the Hardware/Software of Mobile Banking, 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 services offered under the Facility will be automatically terminated if the primary account linked for the Mobile Banking Facility 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 lay down by the Bank or on the death of the Customer when brought to the notice of the Bank or when prohibited by law or an order by a court or Authority.
- The facility will be available to customers having a satisfactory running Savings/Current/Overdraft account with the Bank.
- The applicant should personally submit the Mobile Banking Registration form to the base branch.
- **Eligibility:**

Type of Account	Constitution	Mode of operation	Who is eligible for Mobile Banking facility
Saving Account (SB)	Single	Single	The account holder
	Joint	Either or Survivor	As per choice of all account holders. However, application is to be signed by all account holders.
		Jointly	<b>Not Eligible</b>
Current Account (CA)	In the name of Individual	Single	The account holder
	In the name of firm	Single	The account holder
		Jointly Operated	<b>Not Eligible</b>

● **Upper Limit for transactions :**

Description	Amount Limit per Transaction	Amount Limit per Day
Customer Own account Transfer	No Limit	No Limit
Other Customer account within Bank Transfer	No Limit	No Limit
NEFT facility used	Rs.25,000/-	Rs. 50,000/-
IMPS facility used	Rs.10,000/-	Rs. 50,000/-

- The Customer can request for termination of the Facility by visiting the base branch and submitting the appropriate form for the said purpose. The Customer shall remain accountable for all transactions on the designated account made prior to confirmation of any such cancellation request.

**Usage of Facility:**

By accepting the Terms and Conditions while registering for the Facility, the Customer:

- Agrees to use Mobile Banking Facility offered by The Surat District Co-Operative Bank Ltd. for financial and non-financial transactions, made available by the Bank under the Facility from time to time.
- Authorizes the Bank irrevocably to debit the Accounts which have been enabled for Mobile Banking Facility for all transactions / services undertaken using password.
- Authorizes the Bank to map the Account Number, Customer ID and Mobile Phone Number for the smooth operations of the Facility offered by the 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 transactions initiated through Mobile Banking application are real time/instantaneous transactions and as such are irrevocable/non-retractable. As such, Bank shall not entertain/accept any request for revocation of transaction or stop payment request for transactions initiated through Mobile Banking Facility at any stage.
- Understands and explicitly agrees that Bank has absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding upon him/her.
- Agrees to use the Facility on a mobile phone which is properly and validly registered in his/her name only with the respective Mobile Service Provider and undertakes to use the Facility only through the mobile number which has been given at the time of registration of 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, and/or any other method, etc 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 Password without any liability to the Bank.
- Accepts that any transaction originating from his/her Customer ID and/or registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by using OTP which is receive on registered mobile number will be treated as duly and legally authorized by the Customer himself/herself.
- Agrees that the services offered under the Facility can be availed or accessed only from locations within the geographical boundaries of India due to security reasons.
- The Customer hereby confirms, declares and acknowledges that the Phone number(s) provided to The Surat District Co-Operative Bank Ltd. is/are owned/in the control of the Customer. The Customer hereby confirms and undertakes to inform The Surat District Co-Operative Bank Ltd. forthwith upon any change in the Phone number(s), loss of the Phone(s), the Phone(s) being outside the control of the Customer and/or any other change that may affect the provision of the Mobile Banking Service to the Customer, for that customer is responsible till necessary action performed.
- The Customer shall, in all circumstances, accept full responsibility for any and all Instructions sent to The Surat District Co-Operative Bank Ltd. from the Phone(s) and hereby authorizes The Surat District Co-Operative Bank Ltd. to act on the Instructions and process any and all transactions, make Payments for Utilities/Services, debit the Customer's The Surat District Co-Operative Bank Ltd. Account / Valid Card and do any and all such things and take all such actions as may be necessary to carry out the Instructions including, but not limited to, obtaining all requisite Information and using such Remembrance Service(s) as may be necessary, unless the Customer has informed The Surat District Co-Operative Bank Ltd., prior to the receipt of any such Instructions, of any change with regard to the Phone(s) and/or Phone number(s) and such change has been intimated, in writing, to the Customer as having been taken on record by The Surat District Co-Operative Bank Ltd. The Customer shall not contest the same in any manner whatsoever.

**Miscellaneous:**

- The Customer shall be required to get acquainted with the process for using the Facility and that he/she shall be responsible for any error made while using the Facility. Bank has provide operational guidelines on bank's authorised website.
- The Bank reserves the right to decide what services may be offered under the Facility. Additions/ deletions to the services offered are at its sole discretion.
- The instructions of the Customer shall be effected only after authentication under his/her Customer ID and Password or through any other mode of verification as may be stipulated at the discretion of the Bank.
- While it shall be the endeavour of the Bank to carry out the instructions received from the Customer promptly, it shall not be responsible for the delay/failure in carrying out the instructions due to any reasons what so ever including failure of operational system or due to any requirement of Law.
- 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 here by authorizes the Bank or its agents to send promotional messages including messages related to 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.
- 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 customer information for reasons beyond bank control or by action of any third party.
- 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 Password or any other method. All fund transfer/payment transactions, initiated from the customer's registered mobile phone using OTP, will be treated as bonafide transactions expressly authorizing the Bank to effect the fund transfer/ to make the payment.
- The Customer shall be responsible for the safe custody and security of the Mobile Banking application downloaded on his/her mobile phone to avoid unauthorized usage. It is the responsibility of the Customer to advise the Bank of any loss or theft of mobile phone by adopting the procedural aid down by the Bank for the purpose. The Customer shall solely remain responsible and accountable for all transactions which may take place from the stolen/lost mobile phone on the designated account prior to confirmation of request for de-registration from the Bank.
- The Customer understands that he/she shall be required to initiate SMS/GPRS/WAP services for availing Mobile Banking facility and hence shall be liable to pay charges to his/her respective Service Provider as per applicable tariff plan. The Customer also understands that Bank will neither be responsible/liable for any such charges levied by the Service Provider nor is liable for any dispute that may arise between such telecom service provider and the Customer.
- It is the responsibility of the Customer to disclose his/her non residency status to the base branch in case there is change in residence status of the customer.
- Bank may be charge Rs. 100/- per year for transaction messages service.

**Accuracy of Information:**

- 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 information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the Customer reports such error in information.
- 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.
- Customer accepts that the Bank shall not be responsible for any error 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 the event of any loss/damage suffered as a consequence of an in accurate information provided by the Bank.

**Responsibilities and obligations of the Customer:**

- The Customer will use offered facility using their MMID in accordance with the procedures laid down by the Bank from time to time, including the terms and conditions contained herein.
- The Customer will be responsible for all transactions, including unauthorized /erroneous/ wrong/ incorrect/mistaken/false transactions made through the use of his/ her mobile phone, SIM card and Password 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 in respect of all such transactions.
- The Customer shall keep the customer ID and Password confidential and will not disclose these to any other person. He/she will not record the same in a way that would compromise the security of the facility.
- The Customer shall take all possible steps to ensure that the Application, all passwords and his/her mobile phone are not shared with anyone and shall take immediate action to de-register from Mobile Banking as per procedure laid down in case of misuse/ theft/loss of the mobile phone or SIM card.
- It will be the responsibility of the Customer to notify the Bank immediately if he/ she suspect the misuse of the Password. He will also immediately initiate the necessary steps to change his Password.
- If the mobile phone or SIM is lost, the user must immediately take action to suspend from Mobile Banking at any of the The Surat District Co-Operative Bank Ltd. , Branch or call on Customer toll free number - 1800 233 9900.
- The Customer accepts that any valid transaction originating from the Password and/or registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by the OTP 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 Bank's website and/or at the branches and would be responsible for taking note of/compliance of such information/ modifications in making use of the Service.
- 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 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 service is availed and the Bank does not accept/ acknowledge any responsibility in this regard.
- It is the responsibility of the Customer to notify the Bank, about any change in mode of operation, through a separate communication, making a specific reference to the Mobile Banking availed. It is also the responsibility of the Customer to notify the Bank, any other change in the operation of the account which will otherwise make the account ineligible for the Mobile Banking. Any failure on the part of the Customer to advise the Bank separately shall continue to bind all the account holders, jointly and severally for the transactions through this Service.
- The Customer shall be prudent in downloading any content through Bluetooth or uploading/installing any other software/programme/game/music files/application received through trusted or un-trusted source and ensures that proper anti-virus software is used from time to time to remove malware residing in the handset.
- It shall be the Bank's endeavour to provide proper Mobile Banking Application compatible with the Customer's mobile phone, however the Bank will not be responsible in some exceptional cases where the mobile banking application may not be compatible with or does not work on the mobile handset of the customer.
- Customer shall be prudent in downloading mobile banking application from authorized link or play store with name provided by bank. Bank will not responsible for any malware/suspicious (any ransom attack purpose) happening with customer due to wrong application usage.

**Disclaimer:**

- 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 Mobile Banking Service 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 Service 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 Service.
- The Bank will not be responsible if the Application is not compatible with/ does not work on the mobile handset of the Customer.

**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 or be put to as a consequence of or arising out of or in connection with any services provided to the Customer pursuant here to. The Customer shall indemnify the Bank for unauthorized access by any third party to any information/instructions/triggers given.

**Governing Law & Jurisdictions**

- The Facility and the terms and conditions of the same are governed by the applicable laws in India.
- 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 Surat and the Customer agrees to such exclusive jurisdictions in Surat.

**Confidentiality and Disclosure:**

To the extent not prohibited by applicable law, The Surat District Co-Operative Bank Ltd. shall be entitled to transfer any information relating to the Customer and/or any other information given by the Customer for utilization of the Payment Platform/Mobile Banking Service to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors and agents of The Surat District Co-Operative Bank Ltd., Intermediaries and third parties selected by The Surat District Co-Operative Bank Ltd., wherever situated, for confidential use in and in connection with the Payment Platform/Mobile Banking Service. Notwithstanding anything contained above, The Surat District Co-Operative Bank Ltd. shall be entitled at any time to disclose any and all information concerning the Customer within the knowledge and possession of The Surat District Co-Operative Bank Ltd. (a) to any party in connection with the Payment Platform/Mobile Banking Service provided by The Surat District Co-Operative Bank Ltd. and/or its Intermediaries to the Customer, including inter alia, information relating to the cause for termination of Payment Platform/Mobile Banking Service (b) to any other bank/association/financial institution or any other body in respect of any negative information in respect of the Customer. This clause will survive the termination of this Agreement. The Customer hereby waives the right of privacy, privilege and privacy.

**Termination:**

The Surat District Co-Operative Bank Ltd. reserves the right to terminate the service of Payment Platform/any or all of the Mobile Banking Service, either partially or in totality, at any time whatsoever, without prior notice. The Surat District Co-Operative Bank Ltd. also reserves the right at any time without prior notice to add/alter/modify/change or varies all of these Terms & Conditions.