

## Mobile Banking Terms and Conditions

These terms and conditions are applicable to the customers of the Bharatiya Mahila Bank Ltd., who are eligible to download the mobile banking application for use of mobile banking services (service) provided by Bharatiya Mahila Bank Ltd. as well as the existing customers who are already using the mobile banking application. The Customer must read these terms and conditions carefully before using the Service. By accepting these terms and conditions the Customer shall be deemed to have consented, to the use of mobile banking facility provided by Bharatiya Mahila Bank Ltd. and will also be deemed to have accepted and will be bound by these terms and conditions and as amended from time to time, and as displayed on Bharatiya Mahila Bank Ltd.'s website. For transacting through mobile banking these terms and conditions shall be in addition to the Personal Internet Banking Terms and Conditions applicable to the Customer. Any change in the Personal Internet Banking Terms and Conditions will be applicable and will have to be accepted by Mobile Banking customers also.

### 1. Definitions:

In these Terms and Conditions, the following terms shall have the respective meanings as indicated below:

'**Bank**' means the Bharatiya Mahila Bank Ltd., a Company incorporated under the Companies Act, 1956, having its Registered Office at 9<sup>th</sup> Floor, IFCI Tower, 61, Nehru Place, New Delhi-110019 (hereinafter referred to as "**Bharatiya Mahila Bank Ltd.**")

"**Customer**" means any person who holds an account with Bharatiya Mahila Bank Ltd.

"**Data Connection**" means any GPRS, 3G, 4G wired/wireless internet connection, or any other network that permits the Customer to access the Facility from his Mobile Handset.

"**BMB Account**" means any account of the Customer with Bharatiya Mahila Bank Ltd., which may be savings/current/fixed deposit/credit card account/loan or any other account with Bharatiya Mahila Bank Ltd..

"**BMB Mobile Facility**" or "**Services**" or "**MBS**" means the facility, available as a mobile application which allows the Customer to carry out transactions from his/ her Mobile Handset.

"**Login Credentials**" or "**Credentials**" means the Personal Mobile Banking User ID, and Personal Mobile Banking PIN that are to be used by the Customer to authenticate himself prior to accessing the Facility.

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

"**Mobile Handset**" means a mobile phone, tablet, or any other remote access device that supports access to the Facility.

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

"**Transaction PIN**" means a confidential 6 character numeric Password created by the Customer at the time of installing Mobile Banking Service for the first time.

"**Terms and Conditions**" means these Terms and Conditions including any amendments, modifications and any and all annexures, schedules, exhibits, appendices attached to it or incorporated by reference from time to time. Terms used hereunder but not defined herein shall have the meaning assigned to them under the BMB Account Terms and Conditions and/or Personal Internet Banking Terms along with Terms and Conditions amended from time to time and as available on our website [www.bmb.co.in](http://www.bmb.co.in)

The Customer understands and acknowledges that this Facility is an extension of accessing the Personal Internet Banking Facility on [www.bmb.co.in](http://www.bmb.co.in) and that all users of this Facility shall also be bound by the same Terms and Conditions that govern the Personal Internet Banking Facility and Personal Internet Banking Terms and Conditions

## **2. Applicability of Terms and Conditions:**

These Terms and Conditions explain the responsibilities and obligations relating to Service and information that the Customer may use or request from Bharatiya Mahila Bank Ltd., or Bharatiya Mahila Bank Ltd. may provide to the Customer through Bharatiya Mahila Bank Ltd.'s Mobile Banking Services.. No customer should use the BMB Mobile Services without understanding and agreeing to the Terms and Conditions for Mobile Banking Service mentioned in the bank's official website. By using the BMB Mobile Service, the customers thereby agree and consent to these terms and conditions and, which form the contract between the customer and the Bank. These Terms and Conditions shall be in addition to and not in derogation of other Terms and Conditions relating to the Mobile Banking, or 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 Services:**

3.1 The Services are an additional means for the Customer to operate accounts, conduct transactions and dealings and obtain services, products, information, benefits and privileges from Bharatiya Mahila Bank Ltd.

3.2 The daily upper ceiling under the Facility, per customer will be as mentioned in the menu screen of the respective mode of transfer

3.3 Any change in the business rules of any of the processes will be notified on Bank's website [www.bmb.co.in](http://www.bmb.co.in), which will be construed as sufficient notice to the Customer.

3.4 In the case of a joint account where mode of operation is "Either or Survivor" only the first account holder can use the Facility. 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 the Facility.

3.5 The Bank reserves the right to reject a Customer's request for FACILITY without assigning any reasons thereof.

3.6 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.

3.7 The Customer can request for termination of the Facility by sending appropriate message through SMS. The Customer shall remain accountable for all the transactions on the designated account made prior to confirmation of any such cancellation request by the Bank. It shall be the Bank's endeavour to give a reasonable notice for withdrawal or termination of the facility, but the Bank may at its discretion withdraw temporarily or terminate the facility, either wholly or partially, anytime without giving prior notice to the Customer. The facility may be suspended for any maintenance or repair work for any breakdown in the Hardware/ Software of the Facility, 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.

3.8 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 the Services:**

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

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

4.2 also irrevocably authorises the Bank to debit the Accounts which have been enabled for MBS for all transactions/services undertaken by using Login PIN and Transaction PIN.

4.3 authorises the Bank to map the account number, User ID, Login PIN and Transaction PIN and Mobile Phone Number for the smooth operation of MBS 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.

4.4 agrees that he/ she is aware and accepts that MBS offered by the Bank will enable him/her to transact using Login PIN 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 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.

## **5. Customer's Undertakings, Responsibilities and Obligations:**

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 The instructions of the Customer shall be effected only after authentication under his/her Login PIN and or Transaction Password or through any other mode of verification as may be stipulated at the discretion of the Bank.

5.4 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 authorises 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.

5.5 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.

5.6 The Customer hereby authorises the Bank or its agents to send promotional messages including the products of the Bank, greetings or any other messages the Bank may consider fit, from time to time.

5.7 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 whatsoever.

5.8 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. However, the Customer authorises Bharatiya Mahila Bank Ltd. to disclose or share Information relating to him or his accounts (as the case maybe):

- i. to any agent, contractor or Third Party service provider who provides services to Bharatiya Mahila Bank Ltd. in connection with the operation of its business;
- ii. in respect of the Customer's application for Third Party Product (if and when made available, apply for any Third Party Product by submitting the relevant application through the intermediary of Bharatiya Mahila Bank Ltd. ), to the relevant Third Party provider to the extent necessary for the purpose thereof; and
- iii. where Bharatiya Mahila Bank Ltd. is obliged to comply with the orders/directions of regulators, courts, government agencies or other lawful authorities anywhere in the world or where it reasonably thinks it is necessary in order to give effect to any instruction to Bharatiya Mahila Bank Ltd. or generally to enable Bharatiya Mahila Bank Ltd. to provide the services. The Customer and Bharatiya Mahila Bank Ltd. shall comply with all applicable data protection laws.

5.9 The Customer expressly authorises the Bank to carry out all requests/ transactions purporting to have been received from his/ her mobile phone and authenticated with his/ her Login PIN. In the case of payment facilities like fund transfer, mobile top up, bill 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.

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

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

5.12 The Customer will be responsible for all transactions, including unauthorised /erroneous/ wrong/ incorrect/mistaken/false transactions made through the use of his/ her mobile phone, SIM card and LOGIN PIN, 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.

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

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

5.15 The Customer shall keep the USER ID and LOGIN PIN 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.

5.16 It will be the responsibility of the Customer to notify the Bank immediately if he/ she suspect the misuse of the LOGIN PIN. He will also immediately initiate the necessary steps to change his LOGIN PIN.

5.17 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 LOGIN PIN is duly and legally authorized by the Customer.

5.18 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 and would be responsible for taking note of / compliance of such information/ modifications in making use of the Facility.

5.19 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.

5.20 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.

5.21 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 MBS 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 MBS. 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 Facility.

#### **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 websites 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. Disclaimer**

8.1 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.

8.2 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 Facility.

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

#### **9. 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.

#### **10. Inter-bank Mobile Payment Service:**

Inter-bank Mobile Payment Service Under the aegis of National Payments Corporation of India (NPCI), BMB is offering a new facility, IMPS (Interbank Mobile Payment Service) for transferring funds using mobile number of the beneficiary with an additional 7 digit Mobile Money Identifier (MMID). Users of MBS will be automatically issued with a MMID for the primary account of MBS. Acceptance of terms & conditions of Mobile Banking Service implies consent of the customer for issue of MMID also. The details of the Service are available on Bank's website [www.bmb.co.in](http://www.bmb.co.in).

#### **11. SMS Banking:**

When the Service is used by the Customer through SMS Banking, the USER ID and LOGIN PIN 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.

#### **12. Termination:**

The Bank reserves the right to terminate the facility or any or all of the Mobile Banking Facility/ services, either partially or in totality, at any time whatsoever, without prior notice. The Bank also reserves the right at any time without prior notice to add/ alter/ modify/ change or vary all of these terms and conditions.

#### **13. Governing Law & Jurisdictions:**

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

12.2 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 New Delhi and the Customer agrees to such exclusive jurisdictions in New Delhi.