

RAJKOT NAGARIK SAHAKARI BANK LTD MOBILE BANKING TERMS & CONDITIONS

Welcome to Mobile Banking Service of Rajkot Nagarik Sahakari Bank Ltd. With Mobile banking services enjoy easy, fast and round the clock banking at the palm of your hand. The service is available on all Android & IOS/Apple smart phones.

Mobile Banking Terms & Conditions for users.

Our customers can enable this service by following these four easy steps:

Step 1: If you are an existing bank customer – kindly fill in the Mobile Banking form with relevant details and submit the same to your nearest branch. For new customers, elect to enable mobile banking services on your account opening form itself.

Step 2: Upon verification of your form* (which may take up to 48 business hours), you will receive an SMS on your registered mobile number requesting you to download the mobile application.

Step 3: Download & Install the Mobile banking application from your device's app store- For Android Devices – Google Play Store, For Apple/iOS devices – Apple Appstore,

Step 4: Start enjoying mobile banking services.

*If the information submitted on the mobile banking form is incomplete or incorrect, it may delay enablement of the service.

Mobile Banking Terms & Conditions

1. Definitions:

- "Account", refers to the saving/current account held by RNSB customers
- "Alert" shall mean the customized messages in response to the Triggers sent as SMS (as defined herein) to the Customer over his mobile phones.
- "**Application**" shall mean the Bank's Mobile Banking (MB) application which will be downloaded onto the mobile phone of the Customer.
- "Beneficiary" Person who receives funds transferred by remitter
- "Customer" refers to the RNSB customers
- **"GPRS"** General packet radio service, this is a service provided by mobile service provider in order to access internet from his/her mobile phone
- **"IFSC"** Indian Financial System Code is an alphanumeric code that uniquely identifies bankbranch
- **"IMPS"** 'Immediate Payment Service' which is a way of remitting and receiving funds within two banks
- "MB" shall refer to the Mobile Banking application provided by RNSB
- "MMID" Seven digit numeric number associated with account number
- "MPIN" refers to the 4 digit Mobile PIN security password given to RNSB customers
- "TPIN" refers to the 4 digit Transaction PIN security password given to RNSB customers
- "NBIN" Four digit identification given to Bank by NPCI
- **"NPCI"** National Payment Corporation of India, a government authorizing regulatory body of India
- **"OTP"** 'One Time Password' random sequence of numbers generated by system for security purpose
- "Phone" shall mean the mobile handset used by customers in order to use Mobile Banking

Service of RNSB

"**P2P**" 'Person to Person', amount transferred between two customers who are registered for Mobile Banking services.

"P2A" 'Person to Account', amount transferred to a particular account number. Beneficiary need not registered to Mobile Banking service.

"Remitter" Person who initiates funds transfer

2. Terms and conditions applicable to Mobile Banking

All customers using Mobile Banking service is hereby to abide by the rules and terms specified in this document. Customers are eligible to use all the services provided by the Bank.

I/We agree1) To Download the Mobile Banking application from playstore of the Mobile OS vendor.2) The transaction initiated through Mobile banking application are irrevocable; Bank shall not entertain any request for revocation of transaction or stop payment request for transaction initiated through mobile banking as the transactions are completely instantaneous and are incapable of being reversed.3) Not to use Mobile Banking channel for transfer of funds for illegal activities.4) To be responsible for the safe custody and security of Mobile Banking Application downloaded on our mobile phones and immediately inform the bank about loss or theft of mobile phone for disabling of Mobile Banking Service to prevent unauthorized usage.5) To NOT share the MPIN/TPIN with anyone including Bank's staff / Associate / Representative.6)To operate within the maximum transaction limit(s) permitted by the bank for mobile banking.7) To accept transaction limit changes at any time as deemed necessary by bank.8) To be responsible for any loss caused at any time as deemed necessary by bank.9) To accept all changes/Modifications/Additions/Removals of any of the extant terms and conditions governing Mobile Banking service.

Disclaimer:

The customer shall ensure that the Mobile banking application is compitible with his/her mobile phones / handset. The customer shall be responsible for damage or loss, if any, caused by downloading of the mobile banking software in his/her mobile phone. The customer shall be solely responsible/liable for keeping MPIN/TPIN confidential to prevent unauthorized access/use of his/her mobile banking facility by an any third party. Any payment effected by the bank to a beneficiary based on the information received by the bank from the customers mobile number registered in the Bank's record for mobile banking facility, shall be binding on the customer and he/she shall alone be solely responsible/liable for any loss, claim, liability arising therefrom and or incidental thereto.

Declaration:

I/WE affirm, confirm and undertake that I/WE have read and understood the terms and conditions for usage of the RNSB mobile banking is governed by the terms and condition of mobile banking which are available on the website, We have read and understood the same and hereby expressly accept and agree to abide by them. All my/our rights and liabilities shall be governed by said terms and conditions my/our act of accessing the mobile service, I/We further agree to adhere to and comply with all the rules/regulations/practices prescribed by the telecom authority / regulatory authority / banking authority / Government of INDIA / local / state government etc. For Mobile banking operations & associated banking activities. I/We thereby agree to be subject to and comply with all the provisions of the terms and conditions which are incorporated by reference herein and deemed to be part of this application form to the same extent as if such provisions have been expressly set forth in full herein. I/We agree that the bank shall not be held liable and shall be absolved from all liabilities whatsoever for loss caused to the customer arising out of, any reasons beyond the control of the bank or if, the bank is unable to receive or execute any of the requests from the Customer or there is loss of information during the process of transmission 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 including technology failure of network of any service provider and/or the breakdown, interruption, suspension or and/or any failure telecommunication equipment of the customer or the bank.

3. General Business Rules Governing Mobile Banking Service

- 3.1 The Service will be available to Customers having a Savings/ Current & Staff OD account with the Bank.
- 3.2 The per Customer upper ceiling shall be Rs. 2,00,000 for aggregate of fund transfer, when the service is used over the application for a calendar month.
- 3.3 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.
- 3.4 Entering the wrong MPIN/TPIN Password thrice will block the MB to the Account.
- 3.5 The Customer can request for termination of the Service by submitting a Deregistration form at branch. 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 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 MB, 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.

- 3.6 The Bank may also terminate or suspend the services under the Service 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.
- 3.7 Any change in the limits or processes will be notified on Bank's website **www.rnsbindia.com**, which will be construed as sufficient notice to the Customer.
- 3.8 The Bank reserves the right to reject a Customer's request for MB without assigning any reasons.

4. Usage of Service:

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

- 4.1 agrees to use the MB for financial and non-financial transactions offered by the Bank from time to time.
- 4.2 agrees that he/ she is aware and accepts that MB offered by the Bank will enable him/her to transact using Transaction Password within the limit prescribed by the Bank
- 4.3 also irrevocably authorizes the Bank to debit the Accounts which have been enabled for MB for all transactions/services undertaken by using MPIN/transaction password.
- 4.4 agrees that, only one customer ID can be mapped with the Mobile No and mobile device ID.
- 4.5 authorizes the Bank to map all the account numbers of his/her customer ID where he is a primary account holder and have mode of operation as 'Self' or 'Either or Survivor', MMID and Mobile Phone Number for the smooth operation of MB 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.
- 4.6 agrees that the transactions originated using the mobile phones are non-retractable as

these are instantaneous/real time.

- 4.7 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.
- 4.8 agrees to use the service on a mobile phone properly and validly registered in his/her name only with the Mobile Service Provider and undertakes to use the Service only through Mobile Phone Number which has been used to register for the Service.
- 4.9 The Customer hereby confirms, declares and acknowledges that the Phone number(s) provided to RNSB is/are owned/in the control of the Customer and that, unless otherwise expressly intimated to RNSB in writing or through internet or Phone facilities of RNSB, any communication from and to the said Phone(s) is and shall be with the knowledge of and within the control of the Customer. The Customer hereby confirms and undertakes to inform RNSB 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. The Customer shall, in all circumstances, accept full responsibility for any and all Instructions sent to RNSB from the Phone(s) and hereby authorizes RNSB to act on the Instructions and process any and all transactions, make Payments for Utilities/Services, debit the Customer's RNSB 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(ies) as may be necessary, unless the Customer has informed RNSB, 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 RNSB. The Customer shall not contest the same in any manner whatsoever.
- 4.10 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/Transaction password 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 or Transaction Password without any liability to the Bank.

5. General terms and Conditions

- 5.1 The Bank reserves the right to decide what services may be offered. Additions/ deletions to the services offered under the service are at its sole discretion.
- 5.2 The Customer shall be required to acquaint himself/herself with the process for using

the Service and that he/she shall be responsible for any error made while using the Service.

- 5.3 The Customer understands that the Bank may send 'decline' or 'transaction timeout' messages for the service request(s) sent by the Customer which could not be executed for any reason.
- 5.4 The Customer hereby authorizes the Bank or its agents to send promotional messages including the products of the Bank, greetings or any other messages the Bank may consider from time to time.
- 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 Bank shall make all reasonable efforts to ensure that the Customer information is kept confidential but shall not be responsible for any inadvertent diligence 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 Transaction Password. In the case of payment facilities like fund transfer, mobile top up, bill payment, etc., the customer shall be deemed to have expressly authorized 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/ theft 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 / dial / GPRS and the Bank is not liable for any dispute that may arise between such telecom service provider and the Customer.
- 5.10 RNSB shall use its best endeavors to effect Payments/carry-out Instructions received by it within such time as may be specified by RNSB, however, RNSB does not guarantee that the Payment/fulfillment of Instructions/availability of the Mobile Banking Service within such specified time frames since the Mobile Banking Service depends on various electronic technology used from time to time and may pass through various Intermediaries, which could cause delays and snags in receipt/transmission of any Instructions by/from RNSB from/by the Customer. Accordingly, RNSB shall not be liable for any loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer due to a delay/inability in providing the Mobile Banking Service.
- 5.11 The Mobile Banking Service will be available to the Customer only if the Customer is within the cellular circles of the Telephone Service Providers or in the circles forming part of

the roaming network of such Telephone Service Providers.

- 5.12 RNSB may, for any reason whatsoever, decide not to make the Payment and shall communicate through SMS such a decision to the Customer as soon as practicable. RNSB shall not be held liable for any loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.
- 5.13 In the event that the Customer makes a Payment under the Mobile Banking Service and such Payment is rejected or returned by the Merchant Establishment for any reason whatsoever, RNSB shall refund the amount of the Payment to the Customer and shall not be liable for any late charges, penalty, loss, damage, whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.
- 5.14 RNSB reserves the right to limit, the amount and frequency of Payments that a Customer may make by using the Mobile Banking Service, with prior intimation to the Customer. RNSB further reserves the right to alter/amend/modify the limits as imposed with prior intimation to the Customer.
- 5.15 The Customer acknowledges that the Mobile Banking Service is dependent on the infrastructure, connectivity and services provided by the Telephone Service Providers and the Intermediaries engaged by the RNSB. The Customer accepts that timeliness, accuracy and readability of SMS/Alerts/Instructions/Information shall depend on factors affecting the Telephone Service Providers and Intermediaries. RNSB shall not be liable for non-delivery or delayed delivery of SMS/Alerts/Instructions/Information, Payments, error, loss or distortion in transmission of Information and Instructions to/from the Customer or the Merchant Establishments.
- 5.16 RNSB shall be entitled to rely upon all electronic communications, orders or messages to RNSB from the Customer whether received by E-mail, SMS, on Phone or otherwise in the manner prescribed for the same from time to time by RNSB and RNSB shall not be obliged to verify or make further inquiry into the identity of the sender, or the message integrity, of any communications, orders or messages. The Customer shall in no circumstance dispute such reliance by RNSB. The Customer shall be responsible for the Phone and any usage of the same, whether by a third party or any other person, shall be deemed to be a usage by the Customer. It shall be the sole responsibility of the Customer to inform RNSB in writing about any change with regard to the Phone(s) and RNSB shall not be, in any way, liable or responsible for any loss, damages, costs, charges or expenses suffered/incurred by the Customer by reason of his failure to do so.
- 5.17 RNSB shall not be liable in contract, tort or otherwise for any direct, indirect or consequential loss or damage sustained by the Customer by any direct or indirect use of or reliance on the electronic communication, orders or messages whether with or without the utilization of any security measures, including but not limited to any loss or damage

resulting as a consequence of any defects, delays, interruptions, errors, inaccuracies or failures in the various communications and RNSB specifically excludes the same to the fullest extent permitted by law even if RNSB Bank shall have been advised in advance of the possibility of such damages.

- 5.18 RNSB reserves the right, but shall not be obliged, to make changes, enhancements, and/or modifications to the Mobile Banking Service offered by RNSB from time to time.
- 5.19 RNSB reserves the right to, from time to time at its sole discretion, but with prior SMS intimation to the Customer, charge fees for the provision of any and/or all of the Mobile Banking Service.
- 5.20 The Customer undertakes to provide RNSB with such information and/or render such assistance as is required by RNSB for the performance of its obligations for the provision of the Mobile Banking Service.
- 5.21 "Charges for mobile banking service if levied by Bank shall be borne by the customer. The charges would be subject to change from time to time as per revisions made by the Mobile Service Provider. The Customer shall take note of schedule of charges from its parent branch and/or from RNSB website".

6. Information Accuracy

- 6.1 It is the responsibility of the Customer to provide correct information to the Bank through the use of the Service 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 endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.
- 6.2 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.
- 6.3 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.

7. Responsibilities and obligations of the Customer

7.1 The Customer shall keep the MPIN and Transaction Password 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.

- 7.2 The Customer will use the services offered under Mobile Banking using the MPIN/Transaction Password/MMID in accordance with the procedure as laid down by the Bank from time to time, including the terms and conditions contained herein.
- 7.3 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 service as per procedure laid down in case of misuse/theft/loss of the mobile phone or SIM card.
- 7.4 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, MPIN and transaction 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 done through his/her phone or any other phone.
- 7.5 It will be the responsibility of the Customer to notify the Bank immediately if he/ she suspect the misuse of the MPIN/Transaction Password. He will also immediately initiate the necessary steps to change his MPIN/Transaction Password.
- 7.6 If the mobile phone or SIM is lost, the user must immediately take action to suspend from Mobile Banking at any RNSB branch/Home branch
- 7.7 The Customer accepts that any valid transaction originating from the MPIN/Transaction Password and / or registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by the Transaction Password is duly and legally authorized by the Customer.
- 7.8 The Customer shall keep himself/herself updated with regard to any information/modification relating to the services offered under the Service which would be publicized on the Bank's website and at the branches and would be responsible for taking note of / compliance of such information/ modifications in making use of the Service.
- 7.9 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 unauthorized access in the account.
- 7.10 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 service is availed and the Bank does not accept/acknowledge any responsibility in this regard.
- 7.11 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.

8. Disclaimer

- 8.1 a) 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. b) 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 MB Service which are beyond the control of the Bank. c) 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. d) 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.
- 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 Service.
- 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 RNSB agreeing to provide to the Customer the Mobile Banking Service, the Customer hereby irrevocably agrees, to indemnify and keep RNSB indemnified, at all times hereafter, from all losses, damages, costs, legal fees, charges and expenses and

consequences whatsoever, suffered or incurred by RNSB on account of any claims, actions, suits or otherwise instituted by the Customer, or any third party whatsoever, arising out of or in connection with the use of the Mobile Banking Service and any and all transactions initiated by the use of the Mobile Banking Service, whether with or without the knowledge of the Customer, or whether the same have been initiated bona fide or otherwise which transactions, the Customer hereby acknowledges, RNSB has processed on the Instructions and authority of the Customer in accordance with these Terms & Conditions and other applicable Specific Terms & Conditions, as the case may be. The Customer further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the Customer notwithstanding withdrawal, either partially or in totality, of the Mobile Banking Service.

10. Confidentiality and Disclosure

To the extent not prohibited by applicable law, the RNSB 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 RNSB, Intermediaries and third parties selected by RNSB, wherever situated, for confidential use in and in connection with the Payment Platform/Mobile Banking Service. Notwithstanding anything contained above, RNSB shall be entitled at any time to disclose any and all information concerning the Customer within the knowledge and possession of RNSB (a) to any party in connection with the Payment Platform/Mobile Banking Service provided by RNSB and/or its Intermediaries to the Customer, including inter alias, 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 privilege and privacy.

11. Termination

RNSB 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. RNSB also reserves the right at any time without prior notice to add/alter/modify/change or varies all of these Terms & Conditions.

12. Governing Law

Any dispute or differences arising out of or in connection with the Mobile Banking shall be subject to the exclusive jurisdiction of the Courts of Rajkot(Gujarat).