

**The Kanara District Central Co op Bank Ltd., Ho Sirsi**

**Mobile Banking Terms and Conditions.**

**1. DEFINITIONS:** In these Terms and Conditions, unless the context indicates the following words and phrases shall have the meanings indicated against them:

**The Bank** refers the Kanara District Cooperative Central Bank Ltd, in short KANARADCCB

**Online KANARADCCB** means Mobile Banking facility offered by the Bank.

**The Site** means [WWW.dccbinb.com/KANARADCCB/](http://WWW.dccbinb.com/KANARADCCB/)

**Mobile Banking Services** are the Bank's services which provide access to account information, products and other services as advised by the Bank from time to time to the customers through the Mobile banking website of the Bank

**User** refers to a customer of the Bank authorized to use Mobile Banking Services.

**Confidential Information** refers to the information obtained by the customer through the Bank for availing various services through Mobile Banking Website.

**Personal Information** refers to the information about the User obtained by the Bank in connection with the Mobile Banking Service.

**Account** refers to the User's Savings and/or Current Account and/or Fixed Deposit or any other type of account so designated by the Bank to be eligible account(s) for the use of Mobile Banking.

**Future A/c.** In the event of future accounts opened by the User under the same CIF, then the terms and conditions shall automatically apply to such further use of the Mobile Banking by the User.

**Accounts in the name of Minors.** In case of accounts opened for and on behalf of minors, the Mobile Banking facility shall not be made available to the minor. The natural guardian of the minor shall be permitted to use Mobile banking.

The natural guardian shall undertake to give all instructions relating to the operation of the account and further undertake not to reveal the User ID and Password to the minor, which if done so, will be at the risk and consequences of the guardian and the Bank shall not be liable for any loss on that account in case the account is operated by the minor. In such an event the transaction will be deemed to have been undertaken by the guardian.

**Third party product** refers to any product and/or service of third party which is offered by or through the intermediary of the Bank.

**Customer** refers to Customer named in the Application Form and shall, where the context requires, include any authorized representative of the Customer.

**Mobile banking services** refers to a service offered by the Bank through which a registered Customer may conduct enquiries on the Banks website [WWW.dccbinb.com/KANARADCCB/](http://WWW.dccbinb.com/KANARADCCB/)

**SMS Password** refers to one time 8 digit pass code that would be sent to a customer's mobile number registered on the Bank's record.

**Instruction** means any request or instruction that is received from the customer by the Bank through Mobile Banking services.

**2. APPLICABILITY OF TERMS**

These Terms mentioned herein form the contract between the User using the Mobile Banking services and the Bank. By applying for Mobile Banking Services and accessing the service the User acknowledges and accepts these Terms and conditions. Any conditions relating to the accounts of customer other than these Terms will continue to apply except that in the event of any conflict between these Terms and the account conditions, these Terms will continue to prevail. The agreement shall remain valid until it is replaced by another agreement or terminated by either party or account is closed, whichever is earlier.

**3. APPLICATION FOR MOBILE BANKING SERVICES**

The Bank may offer Mobile Banking Service to selected customers at its discretion. The customer would need to be Mobile User or have access to the Mobile. The acceptance of the application and the acknowledgement thereof does not automatically imply the acceptance of application for Mobile Banking Services. The Bank may advise from time to time the Mobile software such as Browser, which are required for using Mobile Banking Services. There will be no obligation on the part of the Bank to support all the versions of this Mobile software.

**4. MOBILE BANKING SERVICES**

The Bank shall endeavor to provide to the User through Mobile Banking services such as inquiry about the balance in his/her account(s), details about transactions, statement of account and other accounts and many other facilities as the Bank may decide to provide from time to time. These facilities shall be offered in a phased manner at the discretion of the Bank. The Bank at its sole discretion may also make additions/deletions to the Mobile Banking Services being offered without giving any prior notices or reasons. The availability /non-availability of a particular service shall be advised through the web page of the Bank or written communication or any other mode as the Bank thinks fit. The Bank shall take reasonable care to, ensure the security of and prevent unauthorized access to the Mobile Banking Services using technology reasonably available to the Bank. The User shall not use or permit to use Mobile Banking Service or any related service for any illegal or improper purposes. The USER has to self register in the first instance. Individual user has to create USER ID and PASSWORD through the portal. The corporate user will be provided with USER ID and password to the registered mobile number. The USER will be required to mandatorily change the password assigned by the BANK on accessing Mobile Banking Services for the first time. As a safety measure the USER shall change the password as frequently as possible, at least once in 90 days. In addition to User-id and Password the BANK may, at its discretion, advise the USER to adopt any other means of authentication including but not limited to smart cards, One Time SMS Password and/or Digital certification issued by Bank, licensed or approved Certifying Authorities or vendors. The USER shall not attempt or permit others to attempt accessing the account information stored in the computers and computer networks of the BANK through any means other than the Mobile Banking Services.

**5. USER-ID AND PASSWORD**

The USER shall:

1. Keep the User-id and password totally confidential and not reveal them to any third party.
2. Create a password of at least 8 characters long and shall consist of a mix of alphabets, numbers and special characters which must not relate to any readily accessible personal data such as the USER's name, address, date of birth, telephone number, vehicle number, driver license etc. or easily guessable combination of letters and / or numbers;
3. Commit the User-id and password to memory and not record them in a written or electronic form; and

4. Not let any unauthorized person have access to his computer or leave the computer unattended while using Mobile Banking Services.
5. Not disclose/reveal his/her personal or confidential information to anyone over email/SMS/phone call even if its purportedly from KANARADCCB BANK. KANARADCCB or any of its representatives will never send you emails/SMS or call you over phone to seek your personal information like Username, passwords, One Time SMS passwords etc.  
In the event of forgetting of User-id and/or password or expiry/ disability of password(s) USER can request for change of the password by sending a written request to the Branch. The selection of a new password and/ or the replacement of User-id shall not be construed as the commencement of a new contract. The User agrees and acknowledges that BANK shall in no way be held responsible or liable if the User incurs

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any loss as a result of compromise of User-id and password by the User himself or User has failed to follow the Mobile Banking Service instructions as published by the BANK on the site from time to time. User agrees to fully indemnify and hold harmless BANK in respect of the same.

Locking of User ID

Mobile Banking Password / User ID shall get locked after a number of incorrect attempts, up to such number (at present 3 failed attempts) as may be decided by the Bank from time to time. The same shall be available on the next day. In case of emergency, the User ID / password can be unlocked through the branch.

#### **Deactivation of User ID**

The Bank has the discretion to deactivate a User Mobile Banking ID, if the same has not been used for a period defined by the Bank. Also the Bank has the right to deactivate the Mobile Banking login of User due to unsatisfactory behavior in the account.

#### **6. CYBER CRIME**

The Mobile per se is susceptible to various cybercrimes like phishing, vishing (Voice phishing), SMSing (phishing through SMS), compromise of User's system security etc., that could affect Payment Instructions / other instructions to the Bank. Whilst the Bank shall endeavor to protect the interest of the customers, there cannot be any guarantee from such cyber crimes and other actions that could affect Payment Instructions / other instructions to the Bank including but not limited to delay or failure in processing the instructions. The User shall separately evaluate all such risks and the Bank shall not be held responsible for the losses arising out of such cyber crimes. The User understand that doing a Net Banking usage at a Cyber cafe/shared computer terminal is risky and shall avoid using the services of a cyber cafe/shared computer terminal to do any Net Banking usage.

#### **7. TECHNOLOGY RISKS**

The site of the Bank may require maintenance and during such time it may not be possible to process the request of the customers. This could result in delays and/or failure in the processing of instructions. The User understands that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by the Bank to honor any customer instruction for whatsoever reason.

#### **8. CHARGES**

The Bank at its discretion from time to time may specify charges for usage of Mobile Banking Services and/or additional charges for selected services.

#### **9. ACCURACY OF INFORMATION**

A customer shall provide such information as the Bank may from time to time reasonably request for the purposes of providing the services. The User is responsible for the correctness of information supplied to the Bank through the use of Mobile Banking Services or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequences arising out of erroneous/incomplete/incorrect information supplied by the User. If the User suspects that there is an error in the information supplied to the Bank by him/her, he/she shall advise the Bank at the earliest. The Bank will endeavor to correct the error wherever possible on a 'best efforts' basis. If the User notices an error in the account information supplied to him/her through Mobile Banking Service, he shall advise the Bank at the earliest. The Bank will endeavor to correct the error promptly and adjust any interest or charges arising out of the error.

#### **20. LIABILITY OF THE USER**

The User shall be liable for

1. Non-compliance of terms and conditions mentioned herein.
2. If he/she has breached the Terms and conditions or contributed or caused the loss by negligent actions such as the following:
  - In disclosing or failing to take all reasonable steps to prevent disclosure of the User-id and/or password to anyone including Bank staff and/or failing to advise the Bank of such disclosure within a reasonable time.
  - Not advising the Bank within a reasonable time about unauthorized access to or erroneous transactions in the account(s) through the Mobile Banking Services.

#### **21. LIABILITIES OF THE BANK**

1. The Bank shall not be liable for any unauthorized usage through the use of Mobile Banking Services which can be attributed to the fraudulent or negligent conduct of the User.
2. The Bank shall endeavor to take all possible steps to maintain secrecy and confidentiality of its customer account(s)/information but shall not be liable to the account holder(s) for any damages whatsoever caused on account of breach of secrecy/confidentiality due to reasons beyond the control of the Bank.
4. Bank, for valid reasons, may refuse to execute any instructions placed by the User.
5. The Bank will in no way be held responsible or liable for delay, network failure, systems failure or any others reasons beyond the reasonable control of the Bank or its service provider(s).

#### **22. INDEMNITY**

The User agrees to indemnify, hold harmless and defend Bank and its affiliates against any loss and damages that may be caused from or relating to

1. Breach of terms and conditions mentioned herein.
2. Improper use of the Mobile Banking services by the User/customer.
3. The use of products/ Mobile Banking services in any manner which violates the terms and conditions or otherwise violates any law, rule, conditions or regulation.

#### **23. DISCLOSURE OF PERSONAL INFORMATION**

The User agrees that the Bank or its service providers may hold and process his/her Personal/Technical Information on Computer or otherwise in connection with Mobile Banking Services as well as for statistical analysis. The User agrees that the Bank may collect User system related information. The User also agrees that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

1. For participation in any electronic clearing network.
2. In compliance with legal and/or Reserve Bank of India's directive.
3. For fraud prevention purposes.

#### **24. Amendments**

The Bank has the absolute discretion to amend or supplement any of the Terms and conditions at any time, without prior notice. However the Bank will endeavor to notify the changes by posting it on the website or through advertisement or any other means as the Bank may deem fit which will be binding on the User. The existence and availability of the new functionalities/facilities/features will be notified to the User as and when they are made available. By using these new services, the User agrees to be bound by the terms and conditions applicable there for.

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#### **25. NON-TRANSFERABILITY**

The grant of facility of Mobile Banking Services to a User is non-transferable under any circumstances and shall be used by the User only.

#### **26. PROPRIETARY RIGHTS**

The USER acknowledges that the software underlying the Mobile Banking Services as well as other Mobile related software which are required for accessing Mobile Banking Services is the legal property of the Bank/respective service providers. The permission given by the BANK to access Mobile Banking Services will not convey any proprietary or ownership rights in the above software. The USER shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Mobile Banking Services or create any derivative product based on the software.

#### **27. Proprietary and Intellectual Property Rights**

The copyright, trademarks, logos, slogans and service marks displayed on the website(s) are registered and unregistered intellectual property rights of Bank or of respective intellectual property right owners. Nothing contained on the website(s) should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any intellectual property displayed on the website(s) without the written permission of Bank or such third party that may own the intellectual property displayed on the website(s).

Bank grants the right to access the website(s) to the User and use the Mobile Banking Services in accordance with the terms & conditions mentioned herein. The User acknowledges that the Services including, but not limited to, text, content, photographs, video, audio and/or graphics, are either the property of, or used with permission by, Bank and/or by the content providers and may be protected by applicable copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of India and other countries, and the applicable Terms and Conditions.

The User should assume that everything he/she views or reads on the website (collectively referred to as "content") is copyrighted/ protected by intellectual property laws unless otherwise provided and may not be used, except as provided in these terms and conditions, without the prior written permission of Bank or the relevant copyright owner.

Any breach of the restrictions on use provided in these terms is expressly prohibited by law, and may result in severe civil and criminal penalties. Bank shall be entitled to obtain equitable relief (including all damage, direct, indirect, consequential and exemplary) over and above all other remedies available to it, to protect its interests therein.

#### **28. THIRD PARTY LINKS**

The Site may provide hyperlinks to websites not controlled by KANARADCCB and such hyperlinks do not imply any endorsement, agreement on, or support of the content, products and /or services of such websites. KANARADCCB doesn't editorially control the content, products and /or services on such websites and shall not be liable, in any nature whatsoever, for the access to, or the inability to access to, or the use, inability to use or content available on or through such websites.

#### **29. TERMINATION OF MOBILE BANKING SERVICES**

The User may request for termination of the Mobile banking Services facility any time by giving a written notice. The User will remain responsible for transactions made on his/her account(s) prior to the time of such cancellation of the Mobile Banking Services.

The Bank may at its sole discretion, at any time without giving notice or reasons suspend or terminate all or any of the Mobile Banking services offered by the Bank or there use by the User including for reasons such as

1. Breach of these terms and conditions by the User
2. Knowledge or information about the death, bankruptcy or legal incapacity of the User.

#### **30. NOTICES**

Notices under these Terms and Conditions to the customer may be given through any medium of communication as may be deemed appropriate by the Bank email, sms, public notification at Branches, or through newspapers, radio, TV etc. Such notices will have the same effect as a notice served individually to each customer.

#### **32. DISCLAIMER ON THE INFORMATION TECHNOLOGY ACT 2000**

The Bank has adopted the mode of authentication of the User by means of verification of the User ID and or through verification of password or through any other mode of verification as may be stipulated at the discretion of the Bank. The User hereby agrees/consents for the mode of verification adopted by the Bank. The User agrees that the transactions carried out or put through by the aforesaid mode shall be valid, binding and enforceable against the User and shall not be entitled to raise any dispute questioning the transactions.

#### **33. DISCLAIMER ON ANTI VIRUS UPDATE**

The User needs to get his PCs/laptops scanned on a regular basis and be updated with the latest antivirus software available. The Bank shall not be responsible in case of any data loss or theft due to the virus transmitted in the system through the usage of Mobile Banking.

#### **34. GOVERNING LAWS**

These terms and conditions and/or operations in the accounts of the User maintained by the Bank and/or the use of services provided through Mobile Banking Services are construed to be governed in accordance with the laws in India. Bank accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of India. The mere fact that Mobile Banking Service can be accessed through Mobile by a User from a country other than India shall not be interpreted to imply that the laws of the said countries govern these terms and conditions and/or the operations in the accounts of the User through Mobile and/or the Use of Mobile Banking Services. The User agrees to abide by prevailing laws in respect of Mobile Banking Services applicable in India. It is the responsibility of the User to comply with any regulations prevailing in the country from where he/she is accessing the Mobile.