



Annexture II

Terms and Conditions Governing Mobile Banking

Definitions:

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

- **Account** shall mean any account maintained at Bank which has been registered for Mobile Banking.
- **Bank** shall mean Bank of Maharashtra.
- **Customer** shall mean account holder in Bank of Maharashtra.
- **Facility** shall mean Mobile Banking facility provided to the customers.
- **MPIN** shall mean the Personal Identification Number for Mobile Banking Services.
- **Mobile Phone Number** shall mean the number registered / provided by the customer on Mahaconnect or through Customer Care Center or in writing (either through any form provided by Bank of Maharashtra), for the purpose of availing Mobile Banking facility.
- **Application** shall mean the Mobile Banking Application software which will be installed into the Mobile phone of the customer.

I. Applicability of Terms and Conditions:

These Terms and Conditions together with the application made by the Customer and as accepted by Bank of Maharashtra shall form a contract between the Customer and Bank. Mobile Banking Services of the Bank shall be governed by such Terms and Conditions as amended 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 to any account of the Customer and/or the respective product or the service provided by the Bank unless otherwise specifically stated.

II. Business Rules for Mobile Banking Services:

The following business rules will apply on Mobile Banking Services being offered by the Bank:

1. The facility is available for the customers having a satisfactory running account with Bank of Maharashtra.
2. As per the RBI guidelines the upper ceiling per customer shall be Rs. 5000/- for funds transfer and Rs. 10000/- for Point of Sale transaction (Purchase of goods/services) within an overall calendar month limit of Rs. 30000/-
3. In case of joint account, all the joint account holders must authorise the user of Mobile Banking services for the joint account.
4. The Bank reserves the right to reject a Customer's application for Mobile Banking Service without assigning any reason.
5. The services offered under the facility will be automatically terminated if the accounts linked for Mobile Banking Services are 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 laid down by the Bank or on the death of the Customer when brought to the notice of the Bank.



6. The Customer can request for termination of facility by sending appropriate message through the Mobile Banking application. The customer shall remain accountable for all the transactions on the designated account made prior to confirmation of such cancellation request. It shall be Bank's endeavor to serve notice to the Customer for withdrawal or termination of the facility but the Bank may at its own discretion withdraw the Mobile Banking Services temporarily or may 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, any emergency or security reasons without prior notice and the Bank shall not be responsible if such an action has to be taken for any maintenance or repair work or reasons of security or emergency. The decision of the Bank in this respect shall be final.

III. Usage of facility:

By accepting Terms and Conditions on Mobile Phone while registering for the facility, the Customer

1. Agrees to use of Mobile Banking Services for financial and non-financial transactions offered by Bank of Maharashtra from time to time.
2. Also irrevocably authorizes the Bank to debit the Bank accounts which have been enabled for Mobile Banking Services for all transactions/ services undertaken using MPIN.
3. Authorizes the Bank to map the account number, user id and Mobile Phone number for smooth operations of Mobile Banking Services offered by Bank of Maharashtra and to preserve the mapping record on 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. Agrees that he/she is aware and accepts that Mobile Banking Services offered by the Bank will enable him/her to transact using MPIN within the limit prescribed by the bank and will be deemed as bonafide transaction.
5. Agrees that the transactions originated using Mobile Banking Services are non retractable as these are instantaneous / real time.
6. Understand and explicitly agrees that the Bank has the absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding upon him/her.
7. agrees to use Mobile Banking Services on a mobile phone registered in his/her name only with the Mobile Service Provider and undertakes to use the facility through Mobile number which has been used to register for the facility.
8. Understand / agrees that while encryption technology (128 bits) being used is in conformity / higher than industry standards, it does not comply with that stipulated by IT Act 2000 which envisages the use of digital signatures.

IV. Miscellaneous

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.



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
3. The instructions of the Customer shall be effected only after authentication under his/her USER ID and MPIN or through any other mode of verification as may be stipulated at the discretion of the Bank
4. While it shall be the endeavor 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 operational system or due to any requirement of law. The Customer expressly authorizes the Bank to access his/her account information required for offering the services under the facility and also to share the information with the service provider/ third party as may be required to provide the services under the Facility
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.
6. 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.
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.
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
9. 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 MPIN without having to verify the authenticity of every request / transaction.
10. In the case of payment facilities like bill payment, the customer shall be deemed to have expressly authorised the Bank to make the payment when a request is received from him/ her.
11. 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.

V. Accuracy of Information

The Customer undertakes to provide accurate and complete information wherever required and shall be solely responsible for the correctness and completeness of information provided by him/her to Bank at all times, including, but not limited to, for the purposes of availing of the Facility. Bank shall not be liable for consequences arising out of erroneous information supplied by the Customer. If the Customer suspects that there is an error in the information supplied by Bank to him, he shall advise Bank as soon as possible. Bank will endeavor to correct the error wherever possible on a best effort basis. While Bank will take all reasonable steps to ensure the accuracy of the information supplied to the Customer, Bank shall not be liable for any inadvertent error, which results in the providing of inaccurate information.



VI. Fees

Bank shall have the discretion to charge such fees as it may deem fit from time to time and may at its sole discretion, revise the fees for use of any or all of the Facility, by notifying the Customer of such revision. The Customer may, at any time discontinue or unsubscribe to the said Facility. The Customer shall be liable for payment of such airtime or other charges which may be levied by any cellular service provider in connection with availing of the Facility and Bank is in no way concerned with the same. The charges payable by the Customer is exclusive of the amount payable to any cellular service provider and would be debited from the account of the Customer on a monthly basis. The Customer shall be required to refer to the schedule of fees put up on Infinity from time to time.

VII. Termination of Services

The Customer may request for termination of the Facility at any time by giving a written notice of at least 15 days to Bank. The Customer will continue to be responsible for any transactions that may have been effected through the Mobile Phone Number in relation to the Facility prior to such cancellation of the Facility.

Bank may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time without giving prior notice to the Customer. Bank may, without prior notice, suspend the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Facility. Bank shall endeavor to give a reasonable notice for withdrawal or termination of the Facility.

The closure of all Account/s of the Customer will automatically terminate the Facility. Bank may suspend or terminate Facility without prior notice if the Customer has breached these Terms and Conditions or Bank learns of the death, bankruptcy or lack of legal capacity of the Customer.

VIII. Responsibilities and Obligations of the Customer

1. The customer will be responsible for all transactions, including fraudulent/erroneous transactions made through the use of his/ her mobile phone, SIM card and MPIN, regardless of whether such transactions are in fact entered into or authorized by him/ her. The customer will be responsible for the loss/damage suffered.
2. The Customer shall take all steps possible to ensure that his/her mobile phone is not shared with anyone and shall report any misuse/ loss of the mobile phone or SIM card immediately.
3. The Customer will use the services offered under Facility using the MPIN in accordance with the procedure as laid down by the Bank from time to time.
4. The Customer shall keep the USER ID and MPIN confidential and will not disclose these to any other person or will not record them in a way that would compromise the security of the services.
5. It will be the responsibility of the Customer to notify the Bank immediately if he/ she suspect the misuse of the MPIN. He will also immediately initiate the necessary steps to change his MPIN.
6. If the mobile phone or SIM is lost, the customer must immediately notify the telecom service provider to block the SIM. After that, he/she shall advise the user ID,



- mobile phone number, secret question and its answer to Bank's helpline to suspend the MBS.
7. The Customer accepts that any valid transaction originating from the USER ID and / or registered mobile phone number shall be assumed to have been initiated by the Customer.
 8. 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 websites and at the branches and would be responsible for the same.
 9. The Customer shall be liable for all loss on breach of the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure on to advice the Bank within a reasonable time about any unauthorized access in the account.

IX. Disclaimer of Liability

The Bank, when acting in good faith, shall be absolved of any liability in case:

1. 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.
2. 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.
3. 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
4. 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. 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 User 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 User 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 User, 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.



X. Indemnity

In consideration of Bank providing the Facility, the Customer, at his own expense, agrees to indemnify, defend and hold harmless, Bank, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, against all losses, damages, expenses, actions, claims, demands and proceedings whatsoever, that Bank may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by the Customer or otherwise for use of the Facility.

The Customer agrees to indemnify, defend and hold harmless Bank and/or its Affiliates, against any loss incurred by the Customer due to failure to provide the services offered under the Facility or any delay in providing the services due to any failure or discrepancy in the network of the cellular service provider.

The Customer agrees to indemnify, defend and hold harmless, Bank and/or its Affiliates from any losses occurring as a result of the:

- a. The Customer permitting any third parties to use the Facility.
- b. The Customer permitting any other person to have access to his mobile phone or as a consequence of leaving the mobile phone unattended or loss of mobile phone.