

# Mobile Banking Terms and Conditions

Karnataka Mahila Sahakara Bank N., here onwards called as KMS Bank.

KMS Bank Mobile Banking Terms and Conditions:

## **Definitions:**

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

**Registered User:** Registered User is the account holder registered for the Mobile Banking Service provided by the Bank.

**Primary Account:** The account wherein the applicant is the first account holder.

**Secondary Account:** All accounts wherein the applicant is one of the account holders.

**Customer:** The holder of a bank account in KMS Bank.

**Home Branch:** The branch where the customer has his primary account.

**Facility:** Mobile Banking Facility provided to the customer.

**Application:** Bank's Mobile Banking software downloaded in the Mobile Phone of the customer.

**Mobile Number:** Mobile Number that has been given by the customer to Bank.

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

By using the Mobile Banking Facility, the customer thereby agrees to these Terms and Conditions, which form the contract between the Customer and Bank.

The Mobile Banking Facility 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 relating to any account of the customer and / or the respective product or the service provided by the bank unless otherwise specifically stated.

## **General Business Rules Governing Mobile Banking Facility:**

The following business rules will apply to the facility being offered by the bank:

1. The facility will be available to customers having Savings / Current / Overdraft account with the bank.
2. The bank reserves the right to reject a Customer's registration without assigning any reasons.
3. Eligibility: Type of Account Constitution Mode of Operation Savings Account Single Self Joint Either or Survivor.
4. Current Account Single Proprietor Joint Either or Survivor Cash Credit Account Single Self Joint Either or Survivor Overdraft Account Single Self Joint Either or Survivor \*Jointly Operated Accounts will not be available for access on Mobile Banking.
5. Transaction Limits: The bank shall decide upon the transaction limits to be set, from time to time.
6. The customer can request for termination of the Mobile Banking facility by visiting Home Branch and submitting the appropriate form for the said purpose.
7. It shall be the bank's endeavour to give reasonable notice for withdrawal or termination of the facility, but the bank may at its discretion withdraw temporarily or terminate the facility anytime without giving prior notice to the customer. The facility may be suspended due to maintenance or repair work or any breakdown in the hardware / software or any emergency or for security reasons without prior notice and the bank shall not be responsible for any loss / damage to the customer.
8. The bank may terminate or suspend the services under the facility for the customer 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 or when prohibited by law or an order by a court or such competent authority.

## **Usage of Facility: By accepting the Terms and Conditions while registering for the facility.**

1. Agrees to use Mobile Banking Facility offered by KMS Bank, for financial and non-financial transactions, made available by the bank under the facility from time to time.
2. Authorizes the bank irrevocably to debit the accounts which have been enabled for Mobile Banking Facility for all transactions / services undertaken using MPIN.
3. Authorizes the bank to map the Account Number, Customer ID and Mobile Phone Number for 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.
4. Agrees that he / she is aware and accepts that the facility offered by the bank will enable him/her to transact using OTP (One Time Password) functionality within the prescribed limit and will be deemed as bonafide transactions and will not be disputed.
5. Agrees that transactions initiated through Mobile Banking Applications are real time / instantaneous transactions and as such are irrevocable / non-retractable. As such, the 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.
6. Understands and explicitly agrees that the bank has absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding upon the customer.
7. Agrees to use the facility on a mobile phone which is properly and validly registered in his / her name 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.
8. Agrees that while the Information Technology Act, 2000, prescribes that a subscriber may authenticate an electronic record by affixing his electronic signature which has been given legal recognition under the Act, the bank is authenticating the customer by using mobile number, MPIN 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 MPIN without any liability to the bank.

9. Understands that the bank never asks any customer to share any banking details through emails, SMS or phone call. The bank would never call the customer on the registered mobile number and ask for Aadhaar number, Card number, CVV number, MPIN, OTP or any other such sensitive information.

10. 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 authorised by using his/her MPIN will be treated as duly and legally authorized by the customer himself / herself.

## **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. 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 MPIN 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 reason whatsoever including failure of 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 regarding his/her accounts with the service provider / third party as may be required to provide the services under the facility. 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 hereby authorises 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 of 'cannot process the request' messages for 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 its 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 MPIN. All fund transfer / payment transactions, initiated from the customer's registered mobile phone using his/her MPIN, 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 the mobile phone by adopting the procedure laid 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 / Mobile Data services for availing the bank's 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 the 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 home branch in case there is change in the residence status of the customer. Fee Structure of the Facility: At present the bank does not charge any fee for offering this Mobile Banking Facility. The bank reserves the right to charge the customer fee for the use of the services provided under the facility and change the fee structure at its discretion. Display of such charges on the bank's website would serve as sufficient notice and the same is binding on the customers.

## **Accuracy of Information:**

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 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.

2. 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.

3. 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 inaccurate information provided by the bank.

### **Responsibilities and obligations of the customer:**

1. The customer shall download the Mobile Banking Application of KMS Bank, only from official App Stores – “Google Play Store” for Android devices and “App Store” for Apple devices.

2. The customer will use the offered facility using the MPIN in accordance with the procedures laid down by the bank from time to time.

3. In order to login into the Mobile Banking Application, the customer should enter a 6 digit MPIN. In order to initiate transaction / fund transfer, the customer has to enter 6 digits TPIN. The customer should ensure that 6 digits of the MPIN / TPIN are not the same number, that is, the same number should not be repeated thrice. For instance, 698111 should not be set at MPIN / TPIN as number 1 is repeated thrice.

4. The customer shall keep the customer ID, MPIN, TPIN and OTP (if applicable) confidential and will not disclose these to any other person. The customer will not record the same in a way that would compromise the security of the facility.

5. 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 and / or authorized by him / her or not. The customer will be responsible for the loss / damage, if any suffered.

6. The customer shall not connect to the Mobile Banking App when on Public WiFi Networks (for example, those offered at railway stations, airports, malls, hotels etc). The customer shall always use cellular data (mobile data) or private WiFi networks that can be trusted (for example, office and residence).

7. The customer shall set a strong Passcode / password to unlock the Mobile Phone.

8. The customer will ensure that his / her mobile phone is not shared with anyone under any circumstances and shall take immediate action to de-register from mobile banking facility as per the procedure laid down, in case of misuse or theft or loss of the mobile phone or SIM card.

9. The customer will be totally responsible for notifying the bank immediately if he / she suspects the misuse of the MPIN by some other person. The customer should initiate the necessary steps to change the MPIN. In such case, the customer only will be accountable for all the transactions done using his/her mobile phone and misusing the MPIN, even during the period from notifying the bank till MPIN is changed. It is to be noted that it will always be the bank's endeavour to facilitate the change of MPIN at the earliest.

10. 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 website and would be responsible for the same.

11. The customer shall not click on any malicious links on the mobile phone received by text message / email / Whatsapp message etc. The customer shall never follow banking links sent via such means and shall always navigate through official downloaded mobile app only.

12. The customer shall always be liable for all loss incurred by him / her or by the bank on breach of any of the terms and conditions contained herein by him / her or contributed or caused the loss by his / her direct / indirect deliberate / negligent actions / inactions any time.

13. 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 of even entertain any communication in this regard.

14. The customer shall be prudent in downloading any content through Bluetooth or uploading / installing any other software / program / game / music files / applications received through trusted or un trusted source and ensure that proper anti-virus software is used from time to time to remove malware residing in the handset.

15. 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. 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 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.

Thanking You- KMS Bank