



## SADHANA SAHAKARI BANK LTD., NAGPUR

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### Terms and Conditions for 'SSB Mbank' Mobile Banking Service

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

- ✓ **Account**, shall mean an account with the Bank in which a request for availing the Mobile Banking Service has been registered or re-registered with the Bank.
- ✓ **Customer**, means the holder of an Account in 'Sadhana Sahakari Bank Ltd'. Nagpur
- ✓ **MPIN**, means of MPIN is 'Mobile banking Personal Identification number'. It works as a password when you perform any transaction using mobile. It is a 4 digit (6 digits in some banks) for the mobile banking service.
- ✓ **MBS**, shall mean Mobile Banking Service of the Bank and includes the service over the application USSD / WAP/SMS Banking.
- ✓ **USSD**, shall mean Unstructured Supplementary Service Data.
- ✓ **Facility**, shall mean Mobile Banking facility provided to the Customer including IMPS.
- ✓ **Mobile Phone Number**, shall mean the Mobile number that has been used by the Customer to register for the Facility.
- ✓ **Application** shall mean the Bank's Mobile Banking application which will be downloaded onto the mobile phone of the Customer.
- ✓ **Bank's website** means [www.sadhanabankngp.com](http://www.sadhanabankngp.com)
- ✓ **MMID**, Means Mobile Money Identifier also known as MMID is a 7-digit unique number that allows the user for Immediate Payment Service (IMPS) and the MMID is given by the bank upon registration. Customer can make payment using IMPS through their registered mobile phone or via SMS from the same.

#### A. Applicability of Terms and Conditions -

- ✓ No Customer is entitled to use the MBS without understanding and agreeing to the Terms and Conditions for Mobile Banking Service. By using the MBS, the Customers thereby agree and consent to these Terms and Conditions, which form the contract between the Customer and Bank. MBS 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.

## B. General Business Rules Governing Mobile Banking Service-

The following Business rules will apply to the MBS

- ✓ The Facility will be available to Customers having a Savings/ Current account with the Bank.
- ✓ Entering the wrong MPIN thrice will block the MBS to the Account for the day and two such consecutive blockages will de- activate the Facility and the Customer should re register for the services as per the procedure laid down for the same.
- ✓ Any change in the business rules of any of the processes will be notified on Bank's website [www.sadhanabankngp.com](http://www.sadhanabankngp.com) which will be construed as sufficient notice to the Customer.
- ✓ The Bank reserves the right to reject a Customer's request for MBS without assigning any reasons.
- ✓ 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.
- ✓ The Customer can request for termination of the Facility by submitting written letter to the MBS service enabled branch.
- ✓ The services offered under the Facility will be automatically terminated if the primary account linked for the Mobile Banking Services is 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.

## C. Usage of Facility -

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

- ✓ Agrees to use the MBS for financial and non-financial transactions offered by the bank from time to time
- ✓ Also irrevocably authorizes the bank to debit the accounts which have been enabled for MBS for all transactions/services undertaken by using MPIN.
- ✓ Authorizes the bank to map the account number, MPIN and mobile phone number for the smooth operation of MBS 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.
- ✓ Agrees that the transactions originated using the mobile phones are non-retractable as these are instantaneous/real time
- ✓ 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.
- ✓ 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 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 without any liability to the Bank.

**D. Customer Knowledge -**

- ✓ 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. In the case of payment facilities like fund transfer, mobile top up, bill payment, etc., and the customer shall be deemed to have expressly authorized the Bank to make the payment when a request is received from him/ her.
- ✓ 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.
- ✓ 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.
- ✓ 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 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.
- ✓ 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.

**E. Accuracy of Information -**

- ✓ 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 endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.
- ✓ 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.

**F. Responsibilities and obligations of the Customer -**

- ✓ 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 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, if any suffered in respect of all such transactions.
- ✓ 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.

- ✓ The Customer will use the services offered under the Facility using the MPIN in accordance with the procedure as laid down by the Bank from time to time, including the terms and conditions contained herein.
- ✓ 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 confidentiality of the same or the security of the service.
- ✓ 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.
- ✓ If the mobile phone or SIM is lost, the user must immediately take action to de-register from MBS at any Sadhana Sahakari Bank Ltd. Home branch of the primary account enabled for MBS.
- ✓ 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 and any transaction authorized by the MPIN is duly and legally authorized by the Customer.
- ✓ 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 at the branches and would be responsible for taking note of / compliance of such information/ modifications in making use of the Facility .
- ✓ 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.
- ✓ 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
- ✓ 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.

#### **G. Inter-bank Mobile Payment Service -**

- ✓ Under the aegis of National Payments Corporation of India (NPCI), Sadhana Sahakari Bank Ltd. is offering a new facility, IMPS (Interbank Mobile Payment Service) for transferring funds using mobile number of the beneficiary with an additional 7 digit 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.sadhanabankngp.com](http://www.sadhanabankngp.com) .

## H. Disclaimer -

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