

1. **Applicability of Terms and Conditions:** A) No Customer is entitled to use the MOBILE BANKING APP without understanding and agreeing to the Terms and Conditions for Mobile Banking Service. By using the MOBILE BANKING APP, the Customers thereby agree and consent to these Terms and Conditions, which form the contract between the Customer and Bank.
B) The facility will be available to customers having Savings / Current / Overdraft account with the Bank.
2. **Password:** A) Valid password must contain minimum 6 characters: Mix of uppercase and lowercase letters, Numerals, one or more special character.
B) If you forget your password, please contact your visiting Bank branch.
C) MPIN is set by the customer after first login.
D) Entering the wrong MPIN thrice will block the MOBILE BANKING APP to the Account for the day and intimate the bank for unlocking the account.
E) The user agrees that by using his MPIN and OTP he is originator and authenticator of the electronic transaction and he is solely responsible for the transactions and its consequences.
3. **Usage of Facility:** A) By accepting the terms and conditions on the mobile phone while registering for the facility, the Customer:
B) I agree to use the MOBILE BANKING APP for financial and non-financial transactions as amended by the Bank from time to time.
C) Irrevocably authorizes the Bank to debit the Accounts which have been enabled for MOBILE BANKING APP for all transactions/services undertaken by using MPIN.
D) Authorizes the Bank to map the account number, User ID and Mobile Phone Number for the smooth operation of MOBILE BANKING APP offered by Bank.
E) The transaction originated from mobile phones is non- retractable since they are happening in real time.
4. **Transactions Limits:** The upper limit of IMPS transaction is Rs. 2, 00,000/per transaction. It is responsibility of the customer to inform the bank of any loss/theft of mobile phone and change of mobile number.
5. **Joint Account:** In the case of a joint account where mode of operation is "Either or Survivor" any of the joint account holders can use the Facility. The transactions in such accounts shall be binding on all the joint account holders, jointly and severally. The Customers are bound to advise the Bank separately, of any change in the mode of operation in an Account and get it effected for necessary modifications to the Application.. Accounts where mode of operation is "joint" as also accounts in the name of minor or where minor is a joint account holder are not eligible for MOBILE BANKING APP
6. **Termination or Discontinuation of facility:** 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.
A) The Customer can request for termination of the Facility by sending appropriate message through the mobile banking application on the handset or through choosing the option "De Registration" OR by visiting home branch and submitting the appropriate form for the said purpose.
B) If we terminate the agreement, no further Digital Banking transfers will be processed. If we modify the Agreement, your continued use of the service will constitute your acceptance of such changes in each instance.
C) 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.
D) 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.
7. **Online Business Day/ Transaction cut off time:** The service is available for 24 hours a day, 7 days a week, except during maintenance periods. Transactions initiated before 8:00 p.m. IST on a business day as defined under the funds Availability Act will post the same day. Transactions initiated after that time on a business day, Saturday, Sunday, or bank holiday, will post on the next business day.
8. **Charges:** At present, 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. If the Bank begins to charge for use of the service, you will be notified by displaying the notice on the Bank notice board or website.
9. **Miscellaneous:** A) 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.
B) 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.
C) The Customer understands that he/she shall be required to initiate SMS / USSD / GPRS / WAP services for availing 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 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.
D) It is the responsibility of the Customer to disclose his/her non residency status to the base branch in case there is change in residence status of the customer.
10. **Responsibility and obligations of the customer:**
A) The Customer shall keep the customer ID, MPIN confidential and will not disclose these to any other person. He/she will not record the same in a way that would comprise the security of the facility. In case of using the facility by making use of SMS based system, the Customer will take utmost precaution to delete the SMS stored in Sent folder of the mobile phone, which may have MPIN in readable form.
B) 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.
C) 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.
D) The Customer will be totally responsible for notifying the Bank immediately if he/she suspects the misuse of the MPIN by some other person. He/she will initiate the necessary steps immediately to change his/her MPIN. In such case, a 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, no doubt it will be always Bank's endeavour to facilitate the change of MPIN at the earliest.
E) 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 or even entertain any communication in this regard.
F) The Customer shall be prudent in downloading any content through Bluetooth or uploading/installing any other software / programme / game / music files / application 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.
11. **Errors and Questions:** In case of errors, problems you may be experiencing with the service, or if you have questions about your electronic transfers, contact your visiting Bank branch.

Signature of the account holder

LETTER OF MANDATE FOR INTERNET AND MOBILE BANKING FACILITIES

(Applicable for linking Joint Bank and Joint Loans against Securities Accounts)

To,
The Daivadnya Sahakara Bank Niyamit,
Sir / Madam,
I/We,

(All Account holders other than the first holder)

the undersigned, am/are the joint account holder(s) of Bank / Loans Against Securities/A/c No. _____
(the "said account/s") opened/established with Daivadnya Sahakara Bank Niyamit along with _____ *(name of the first holder)*.
I/We hereby authorize _____ *(name of the first holder)* to view/access the said account(s) for and on my/our behalf.

I/We affirm, confirm and undertake that I/we have read and understood the Terms and Conditions for usage of the Internet Banking, service and/or Mobile Banking service of Bank, as displayed on the website/also as mentioned in form , and that I/we agree to abide by them.

I/We hereby state that should I/we wish to revoke the above authorisation, I/we shall duly issue a letter of revocation ("the revocation letter") to Bank in this regard. I/We hereby agree that until ten days after receipt of such revocation letter, the authorisation as afore stated shall hold good.

Yours faithfully,

Name: _____ Name: _____
(Second holder) *(Third holder)*

Signature: _____ Signature: _____
(Second holder) *(Third holder)*