

## **Terms & Conditions for Mobile Banking**

Terms and conditions governing the use of the Mobile Banking Service provided by Gujarat Ambuja Co-op Bank Ltd

### **1. Definitions:**

In this document the following words and phrases have the meaning set below unless the context indicates otherwise:

"Accounts" refers to the account of the Client(s) with Gujarat Ambuja Co-op Bank Ltd for which the Client is availing of the online service of Gujarat Ambuja Co-op Bank Ltd;

Authorized User shall mean the Client and / or persons authorized by the Client to have access to the Account through Mobile Banking.

"Facility" shall mean the mobile banking facility of Gujarat Ambuja Co-op Bank Ltd availed of by the Client, providing information relating to Account(s), details about transactions and such other information and or services as may be offered by Gujarat Ambuja Co-op Bank Ltd, and available to a Client through a mobile phone device, from time to time.

"Mobile Phone Number" shall mean the number specified by the Client against the name of an Authorized User for availing the Facility.

"Personal Information" shall mean information in relation to or pertaining to the Account.

### **2. Applicability of Terms and Conditions.**

These terms and conditions together with the application made by the Client and as accepted by Gujarat Ambuja Co-op Bank Ltd shall form the contract between the Client and Gujarat Ambuja Co-op Bank Ltd, and shall be further subject to such terms as Gujarat Ambuja Co-op Bank Ltd may agree with the other service providers, aiding Gujarat Ambuja Co-op Bank Ltd in providing the Facility. These terms and conditions shall be in addition to and not in derogation of the terms and conditions governing and related to Gujarat Ambuja Co-op Bank Ltd.'s Mobile Banking and the Account and / or any other product / services provided by Gujarat Ambuja Co-op Bank Ltd and its Affiliates. By applying for and allowing Authorized Users access to the Facility, for the first time (and every time thereafter), the Client acknowledges and accepts (and reaffirms his acknowledgment and acceptance of) these terms and conditions, to the fullest extent possible.

### **3. Application Clients may avail of the Facility (and/or for any changes to the options available under the Facility) in the following ways:**

- if the person authorized to operate the Account or the Persons authorized to sign various documents on behalf of the Client for availing the Mobile Banking Services applies to Gujarat Ambuja Co-op Bank Ltd requesting Gujarat Ambuja Co-op Bank Ltd to provide the facility to the Authorized Users. Such application may be made by filling in such forms, request letters etc. as Gujarat Ambuja Co-op Bank Ltd may prescribe from time to time; or
- Each Authorized User may by themselves, through the use of Mobile Banking Services, fill in such forms as may be required and prescribed by Gujarat Ambuja Co-op Bank Ltd, requesting Gujarat Ambuja Co-op Bank Ltd to provide such Authorized User with access to the Facility. An Authorized User can avail of the Facility on behalf of the Client only for itself and not on behalf of any other Authorized User and would necessarily need to authenticate the application through use of the passwords provided to the Authorized User for accessing the Account through Mobile Banking. The Facility shall be activated after a minimum of 2 working days from the date of receipt of the application on the Website. In case of applications submitted on the printed format as may be prescribed by Gujarat

Ambuja Co-op Bank Ltd, the Facility shall be activated after a minimum of 1 working days from the date of receipt of the application at Head Office, Ahmedabad.

#### **4. Eligibility**

All Clients availing of the Mobile Banking Services of Gujarat Ambuja Co-op Bank Ltd may avail of the Facility. Only Authorized Users of all Clients would be eligible to avail of the Facility. All or any transactions arising from the use of the Facility shall be binding on the Client.

#### **5. Availability of the Facility**

- Gujarat Ambuja Co-op Bank Ltd shall endeavor to provide to the Client through the Facility, such services as Gujarat Ambuja Co-op Bank Ltd may decide from time to time. Gujarat Ambuja Co-op Bank Ltd reserves the right to decide what services may be offered to a Client on the Account and such offers may differ from Client to Client. Gujarat Ambuja Co-op Bank Ltd may also make additions / deletions to the services offered through the Facility at its sole discretion.

- The Facility is made available to Authorized Users on behalf of the Client, at the request of the Client, at the sole discretion of Gujarat Ambuja Co-op Bank Ltd and may be discontinued by Gujarat Ambuja Co-op Bank Ltd at any time, without any notice or communication of any kind. Gujarat Ambuja Co-op Bank Ltd reserves the right to offer the Facility to only those Authorized Users of any Client who are availing the services of specific cellular service providers. The Facility is currently available to Accounts held with Gujarat Ambuja Co-op Bank Ltd.'s branches in India. Gujarat Ambuja Co-op Bank Ltd shall have the discretion to extend the Facility to such Accounts held at its branches not located in India but such extension shall be subject to applicable laws of India and the jurisdiction in which the Account is held.

- The Client agrees that access to the Facility shall only be through the Mobile Phone Numbers and any transaction which originates from the same, whether initiated by the Authorized User or not, shall be deemed to have been originated from such Authorized User and shall be binding upon the Client.

- The instructions received by Gujarat Ambuja Co-op Bank Ltd from any of the Mobile Phone Numbers (or purporting to have originated from any Mobile Phone Number) shall be effected only after such authentication as may be required by Gujarat Ambuja Co-op Bank Ltd, generally or specifically for any particular type of instruction, from time to time, including though verification of password allotted by Gujarat Ambuja Co-op Bank Ltd to the Authorized User against whose name the Mobile Phone Number is registered.

#### **6. Authority to Gujarat Ambuja Co-op Bank Ltd**

- The Client irrevocably and unconditionally authorizes Gujarat Ambuja Co-op Bank Ltd to access the Accounts and the Personal Information for effecting the instructions and providing the Facility to the Client, as well as for analysis, credit scoring and marketing.

- The Client and the Authorized User agree that Gujarat Ambuja Co-op Bank Ltd may disclose, to other institutions, such information in relation to the Client as may be necessary for any reason inclusive of but not limited to the participation in any telecommunication or electronic clearing network, in compliance with legal directive, for credit rating by recognized credit scoring agencies, and for fraud prevention.

#### **7. Records**

All records of Gujarat Ambuja Co-op Bank Ltd relating to the Account and / or arising out of the use of the Facility, including the recorded time of the transaction and the Authorized User originating the transaction, shall be conclusive proof of the genuineness and accuracy of the transactions in the

Account. The authority to record the transaction details is hereby expressly granted by the Client to Gujarat Ambuja Co-op Bank Ltd.

## **8. Instructions**

- The Facility shall be availed through the Mobile Phone Number in the manner indicated by Gujarat Ambuja Co-op Bank Ltd. The Client availing the Facility is solely responsible and liable for the accuracy and authenticity of the instructions provided to Gujarat Ambuja Co-op Bank Ltd and the use of the Facility by the Authorized Users or any other person on behalf of the Client.
- Where Gujarat Ambuja Co-op Bank Ltd considers the instructions to be inconsistent or contradictory it may seek clarification from the Authorized User from who the instructions have originated before acting on such instructions. Gujarat Ambuja Co-op Bank Ltd may however, in its discretion, act upon any such instruction as it may deem fit and the Client agrees to be bound to such actions of Gujarat Ambuja Co-op Bank Ltd. Gujarat Ambuja Co-op Bank Ltd shall have the right to suspend the Facility, whether generally or specifically in relation to an Authorized User or a particular Client, if Gujarat Ambuja Co-op Bank Ltd has reason to believe that the operation of the Facility or acting upon any instructions of an Authorized User may lead to direct or indirect loss or may require an indemnity from Client(s) before continuing to operate the Facility.
- The Client accepts that all information / instructions will be transmitted to and / or stored at various locations and be accessed by personnel of Gujarat Ambuja Co-op Bank Ltd (and its Affiliates). Gujarat Ambuja Co-op Bank Ltd is authorized to provide any information or details relating to the Client to a third party to facilitate Gujarat Ambuja Co-op Bank Ltd in the providing the Facility and so far as is necessary to give effect to any instructions.

## **9. Accuracy of Information**

- The Client undertakes (and further undertakes to require Authorized Users) to provide accurate information and disclosures wherever required and shall be responsible for the correctness of the information provided by him to Gujarat Ambuja Co-op Bank Ltd at all times including for the purposes of availing of the Facility. Gujarat Ambuja Co-op Bank Ltd shall not be liable for consequences arising out of erroneous information supplied by the Client or the Authorized Users. The Client shall indemnify and hold Gujarat Ambuja Co-op Bank Ltd harmless against any loss, damage or costs suffered / incurred by Gujarat Ambuja Co-op Bank Ltd as a result erroneous information supplied by the Client or the Authorized Users. If the Client / Authorized Users suspect that there is an error in the information supplied by Gujarat Ambuja Co-op Bank Ltd to them, they shall advise Gujarat Ambuja Co-op Bank Ltd as soon as possible. Gujarat Ambuja Co-op Bank Ltd, without any liability of any kind, will endeavor to correct the error wherever possible on a best effort basis.
- While Gujarat Ambuja Co-op Bank Ltd and its Affiliates will take all reasonable steps to ensure the accuracy of the information supplied to the Customer, Gujarat Ambuja Co-op Bank Ltd and its Affiliates shall not be liable for any inadvertent error, which results in the providing of inaccurate information. The Client and / or any Authorized User shall not hold Gujarat Ambuja Co-op Bank Ltd liable for any loss, damages etc. that may be incurred / suffered by the Client / Authorized User, if the information supplied to the Client turns out be inaccurate / incorrect.
- If the Authorized User / Client has reason to believe that the Mobile Phone Number is / has been allotted to another person and / or there has been an unauthorized transaction in the Account and / or the Mobile Phone Number is lost, the Client / Authorized User shall immediately inform Gujarat Ambuja Co-op Bank Ltd under acknowledgment about the same.

## **10. Disclaimer of Liability**

- Gujarat Ambuja Co-op Bank Ltd shall not be responsible to the Client or the Authorized User for any failure of the Client and / or the Authorized User to utilize the Facility due to the Client and / or the Authorized User not being within the geographical range within which the Facility is offered;

- The Client agrees that Gujarat Ambuja Co-op Bank Ltd shall not be liable if:

- A. the Client has breached any of the terms and conditions herein or

- B. the Client has contributed to or caused the loss or the loss is a result of failure on part of the Client to advise Gujarat Ambuja Co-op Bank Ltd within a reasonable time about unauthorized access of or erroneous transactions in the Account or

- C. any loss is caused as a result of failure on part of the Client to advise Gujarat Ambuja Co-op Bank Ltd of a change in or termination of the Mobile Phone Numbers / SIM Card.

- Gujarat Ambuja Co-op Bank Ltd is in no way liable for any error or omission in the services provided by any cellular or any third party service provider (whether appointed by Gujarat Ambuja Co-op Bank Ltd in that behalf or otherwise) to the Client, which may affect the Facility.

- Gujarat Ambuja Co-op Bank Ltd, does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Facility. Gujarat Ambuja Co-op Bank Ltd makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Client or by any person resulting from or in connection with the Facility.

- Gujarat Ambuja Co-op Bank Ltd shall under no circumstance be held liable to the Client or the Authorized User if the Facility is not available or there is any delay in the carrying out of the instructions for any reasons whatsoever including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Gujarat Ambuja Co-op Bank Ltd. Without limitation to the other provisions of these Terms and Conditions, Gujarat Ambuja Co-op Bank Ltd, 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 Client or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of Gujarat Ambuja Co-op Bank Ltd 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 Client and the network of any cellular service provider and Gujarat Ambuja Co-op Bank Ltd.'s system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Client, Gujarat Ambuja Co-op Bank Ltd.'s system or the network of any cellular service provider and/or any third party who provides such services as is necessary to provide the Facility. Illegal or improper use of the Facility by the Authorized User or any other person shall render the Client and the Authorized User liable for payment of financial charges as decided by Gujarat Ambuja Co-op Bank Ltd and / or will result in suspension of the Facility to the Client.

- Notwithstanding anything to the contrary stated herein, Gujarat Ambuja Co-op Bank Ltd shall not be involved in or in any way be liable to the Client for any dispute between the Customer and a cellular services provider or any third party service provider (whether appointed by Gujarat Ambuja Co-op Bank Ltd in that behalf or otherwise).

- The Client and the Authorized User are solely responsible for protecting any password given by Gujarat Ambuja Co-op Bank Ltd for the use of the Facility. Gujarat Ambuja Co-op Bank Ltd will not be liable for:

- a. any unauthorized use of any password(s) given to any Authorized User or Mobile Phone Number or for any fraudulent, duplicate or erroneous instructions given by use of the Client's password or Mobile Phone Number;

- b. acting in good faith on any instructions received by Gujarat Ambuja Co-op Bank Ltd;

c. error, default, delay or inability of Gujarat Ambuja Co-op Bank Ltd to act on all or any of the instructions; and

d. loss of any information / instructions in transmission.

- Gujarat Ambuja Co-op Bank Ltd will not be concerned with any dispute between the Client and any cellular service provider and / or any third party providing such services. Gujarat Ambuja Co-op Bank Ltd makes no representation or gives no warranty with respect to the quality of the service provided by any cellular service provider.
- Gujarat Ambuja Co-op Bank Ltd shall not be liable for the oversight on part of the Client to update itself with the products which are provided through the Facility.

## **11. Indemnity**

- In consideration of Gujarat Ambuja Co-op Bank Ltd providing the Facility, the Client agrees to indemnify and keep Gujarat Ambuja Co-op Bank Ltd safe and harmless from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which Gujarat Ambuja Co-op Bank Ltd may at any time incur, sustain, suffer or be put to as a consequence of or arising out in good faith for acting on or omitting or refusing to act on any instructions given by use of the Facility.
- The Client holds Gujarat Ambuja Co-op Bank Ltd / its Affiliates, harmless against any loss incurred by the Client due to failure in the network of the cellular service provider. The Client agrees to indemnify and hold Gujarat Ambuja Co-op Bank Ltd harmless for any losses occurring as a result of:
  - a. the Client permitting persons other than the Authorized Users to use the Facility through any means; and
  - b. any Authorized User permitting any other person to have access, whether deliberately or inadvertently, to the Mobile Phone Number.

## **12. Fees**

Gujarat Ambuja Co-op Bank Ltd 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. Such fees shall be notified on the Website and the Client would be expected to apprise itself of the same. Any transactions conducted on behalf of the Client, post such notification, shall imply the Client's acknowledgement and acceptance of the fees posted on the Website. The Client may at any time discontinue or unsubscribe from the Facility either fully or in respect of certain of its Authorized Users by following the procedure prescribed in Term 13 hereof. The Client shall be liable for payment of airtime or other charges which may be levied by any cellular service provider in connection with the Facility and Gujarat Ambuja Co-op Bank Ltd shall in no way be concerned with the same. The fees payable by the Client is exclusive of the amount payable to any cellular service provider and would be debited from the account of the Client on a monthly basis. The Customer shall be required to refer to the schedule of fees put up on the Website from time to time.

## **13. Termination**

- The Client may request for termination, in part or in whole, of the Facility any time by giving a written notice of at least 15 days to Gujarat Ambuja Co-op Bank Ltd. The Client will remain responsible for any transactions originating from a Mobile Phone Number through the Facility prior to the conclusion of the aforementioned 15 days.
- Gujarat Ambuja Co-op Bank Ltd may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time without giving prior notice to the Client. Gujarat Ambuja Co-op Bank Ltd 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 or if the Customer has breached these terms and conditions or Gujarat Ambuja Co-op Bank Ltd learns of the existence of any circumstance which in its opinion would result in the Customer being unable to carry on its obligations herein to the fullest extent possible.

- The closure of the Accounts and / or termination of the Mobile Banking Services by the Client will automatically terminate the Facility.

#### **14. Notices**

Gujarat Ambuja Co-op Bank Ltd and the Client may give notice under these terms and conditions electronically to the mailbox of the Client (which will be regarded as being in the writing) or in writing by delivering them by hand or by sending them by post to the last address given by the Client and in case to Gujarat Ambuja Co-op Bank Ltd at its operations office at Gujarat Ambuja Co-op Bank Ltd Ltd, 1-2-3, Navrang Tower, Near Satadhar Cross Road, Sola Road, Ghatlodiya, Ahmedabad-380061. In addition, Gujarat Ambuja Co-op Bank Ltd may also publish notice of general nature regarding the Facility, which are applicable to all Clients on its Website. Such notice will be deemed to have been served individually to each Client.

#### **15. Governing Law**

Any dispute or differences arising out of or in connection with the Facility shall be subject to the exclusive jurisdiction of the Courts of Ahmedabad and shall be governed by the laws of India. Gujarat Ambuja Co-op Bank Ltd accepts no liability whatsoever, direct or indirect for noncompliance with the Laws of any country other than that of India. The mere fact that the Facility can be accessed by a Client in a country other than India does not imply that the laws of the said country govern these terms and conditions and / or the operations in the Accounts and / or the use of the Facility.

#### **Definitions:**

In these Terms and Conditions, the following terms shall have the following meanings:

"Alert(s)" means the customized messages sent to the Client over his mobile phone as short messaging service ("SMS") in response to the Triggers sent by the Client.

"Alert/Push Facility" shall mean the service provide by Gujarat Ambuja Co-op Bank Ltd wherein a Client can obtain specific information pertaining to his Account on his Mobile Phone number.

"Request/Pull Facility" shall mean facility through which Clients will be able to make requests about their Accounts by sending "key words" through SMS to Mobile Phone Number provided by Gujarat Ambuja Co-op Bank Ltd for the purpose.

"Triggers" means the customized triggers that are required to be set by the Client with Gujarat Ambuja Co-op Bank Ltd which shall enable Gujarat Ambuja Co-op Bank Ltd to send the Alerts relating to his Account.

#### **Applicability**

All Clients having account relationship with Gujarat Ambuja Co-op Bank Ltd can avail of this service. The last updated mobile number in the records of Gujarat Ambuja Co-op Bank Ltd would be used to send the Alerts. Currently, Alert Facility is not offered for two Mobile numbers for the same account. Such Alerts will be available to the Client only if the Client is within the cellular service range of the particular cellular service provider or within such area which forms part of the roaming network of such cellular service provider providing services to the Client availing such roaming facility from respective cellular service provider.

## **Process**

To receive Alerts, the Client may select and set all or any of the Triggers by submitting an application in the prescribed format as applicable or by any other mode as notified by Gujarat Ambuja Co-op Bank Ltd from time to time. The Client shall be required to acquaint himself with the detailed process for using Mobile Alerts and Gujarat Ambuja Co-op Bank Ltd shall not be responsible for any error made by the Client while setting the Triggers. In setting of the Triggers by the Client, the terms and conditions as applicable to Gujarat Ambuja Co-op Bank Ltd Mobile Banking shall apply. The Client acknowledges that Alert Facility will be implemented in a phased manner and Gujarat Ambuja Co-op Bank Ltd may at a later stage, at its discretion, send Alerts over email, expand the available Triggers or Alerts to meet Client requirements, or may discontinue all or any of the facility/features. Gujarat Ambuja Co-op Bank Ltd may, from time to time, change the features of any Trigger or Alert. The Client shall be required to keep himself informed of the available Triggers or Alerts, which will be made available on the Website. The Client may, from time to time, modify the Triggers selected by him, without the necessity of a fresh registration. Any Client availing the Facility will be provided with Alert Facility and/or Request Facility as may be decided by Gujarat Ambuja Co-op Bank Ltd from time to time. Keywords for various information requests shall be as may be provided for, from time to time, including on the application forms, or available at Gujarat Ambuja Co-op Bank Ltd.'s on the Website.

## **Setting Triggers and Receiving Alerts**

Gujarat Ambuja Co-op Bank Ltd will not acknowledge receipt of any instructions or Triggers nor shall Gujarat Ambuja Co-op Bank Ltd be responsible to verify any Instructions or Triggers or the Client's TPIN or password or Mobile Phone Number. Gujarat Ambuja Co-op Bank Ltd will endeavor to give effect to Instructions and Triggers on a best effort basis and as soon as practically possible for Gujarat Ambuja Co-op Bank Ltd. Gujarat Ambuja Co-op Bank Ltd may, in its discretion, not give effect to any Triggers if Gujarat Ambuja Co-op Bank Ltd has reason to believe (which decision of Gujarat Ambuja Co-op Bank Ltd shall be binding on the Client) that the Triggers are not genuine or otherwise improper or unclear or raise a doubt or in case any Triggers cannot be put into effect for any reasons whatsoever. The Client is responsible for intimating to Gujarat Ambuja Co-op Bank Ltd any change in his Mobile Phone Number or email address or Account details and Gujarat Ambuja Co-op Bank Ltd will not be liable for sending Alerts or other information over the Client's mobile phone number/email address /fax number recorded with Gujarat Ambuja Co-op Bank Ltd. The Client acknowledges that to receive Alerts, his mobile phone number must be active and accessible. The Client acknowledges that if the Client's mobile phone number remains inaccessible for a continuous period (such period dependent upon service providers) from the time an Alert message is sent by Gujarat Ambuja Co-op Bank Ltd, that particular message may not be received by the Client. Triggers will be processed by Gujarat Ambuja Co-op Bank Ltd after receipt and Gujarat Ambuja Co-op Bank Ltd shall have the discretion to determine the time taken to process such request. The Client acknowledges that there shall be an intervening period between receipt of Triggers by Gujarat Ambuja Co-op Bank Ltd, process of the Triggers and the time that the Alerts are sent. The Client acknowledges that the Facilities provided is dependent on the infrastructure, connectivity and services provided by service providers engaged by Gujarat Ambuja Co-op Bank Ltd. The Client accepts that timelines, accuracy and readability of Alerts sent by Gujarat Ambuja Co-op Bank Ltd will depend on factors affecting other service providers engaged by Gujarat Ambuja Co-op Bank Ltd. Gujarat Ambuja Co-op Bank Ltd shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the Client. Gujarat Ambuja Co-op Bank Ltd shall endeavor to provide the Facility on a best effort basis and the Client shall not hold Gujarat Ambuja Co-op Bank Ltd liable for non-availability of the Facility or non-performance by service providers, if any, engaged by Gujarat Ambuja Co-op Bank Ltd or any loss or damage caused to the Client as a result of use of the Facility (including relying on the Alerts for the Client's commercial, investment or business purposes) for causes which are not attributable to Gujarat Ambuja Co-op Bank Ltd. Gujarat Ambuja Co-op Bank Ltd shall not be liable in any manner to the Client in connection with the use of the Facility. The Client accepts that each Alert may contain certain Account information relating to the Client. The Client authorizes Gujarat Ambuja Co-op Bank Ltd to send Account related information, though not specifically requested, if Gujarat Ambuja Co-op Bank Ltd deems that the same

is relevant. Gujarat Ambuja Co-op Bank Ltd shall not be held responsible for the confidentiality, secrecy and security of the Personal or Account information being sent through the Facility.

### **Fees**

Gujarat Ambuja Co-op Bank Ltd reserves the right to charge for the Alert Facility and revise such charges and such updates in charges shall be intimated to the Client through Alerts/ display on the Website depending upon the discretion of Gujarat Ambuja Co-op Bank Ltd.