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These terms and conditions govern customers' use of Mobile Banking Service of the Shri Laxmikrupa Urban Co-op. Bank Ltd.

What are the Definitions used in Terms and Conditions?

In these terms and conditions, the following words and expressions shall have the corresponding meanings as per context :

1. Account(s) means an account with the Bank which has requested for availing the Mobile Banking Service.
2. Application - means the Bank's Mobile Banking Application which will be downloaded.
3. Bank means Shri Laxmikrupa Urban Co-op. Bank Ltd., Pune
4. Customer means the Account Holder who uses MBS
5. Fee means any fee charged for the services
6. MBS means Mobile Banking Service of the Bank. It includes the application/ SMS Banking services.
7. Mobile Phone Number means the Mobile number that customer has registered to avail services.
8. MPIN means the Personal Identification Number (password) required for the Mobile Banking Service.
9. OTP means auto generated One Time Password, required to verify the Mobile number .
10. Registration means User ID generation and MPIN generation, changes of default MPIN and activation.
11. "SMS Banking" shall mean the Bank's SMS banking service which provides the Customer services such as information relating to Account(s) of the Customer, details about transactions and other services as may be provided using 'Short Messaging Service' (SMS).
12. User-ID means collection of alphanumeric characters used to identify user.
13. Website means http://slkubank.com/.

What is the Scope / Applicability?

Customer should not use the application without understanding and agreeing to the terms and conditions. In case of disagreement, customer should not download/use Bank's mobile application. In case customer uses MBS, it is assumed that customer agreed to terms and conditions. These terms and conditions form contract between the Customer and Bank. These terms and conditions shall be in addition to and not in derogation of other terms and conditions related to any other Customer's Account and/or product / services provided by the Bank.

What are General Business Rules Governing Mobile Banking Service ?

Eligibility:

The service shall be available to Customers having a Savings/ Current account with the Bank. The user should have a mobile with mobile connection.

These services cannot be claimed by the customer/User as a matter of right and the Bank reserves the right to refuse the request for the service/withdraw the service without any reason.

Password and Security:

1. Upon registration, User ID and MPIN has been allotted. Customer need to change the password (default MPIN) for safety measures. Customer can change password afterwards as frequently as required.
2. Customer is responsible for keeping password confidential and secure. Password should not be an obvious combination of numbers, letters.
3. Customer shall take all necessary precautions to prevent unauthorized access to MBS.

Daily Limit:

1. The daily upper limit, per Customer shall be Rs.25,000.00 .

Mode of Operation:

1. The Mobile Application Services will be available in case of joint accounts, if the mode of operation is ‘ either or survivor ’or ‘ anyone or survivor ’.
2. All transactions in the joint account shall be binding on all the joint account holders, jointly and severally. The access rights on the account shall be dependent on the mode of operation given in the account.
3. The Customers are bound to promptly inform the Bank on any change in the User and/or the mode of operation of account/s and get it affected for necessary modifications to the Mobile Banking Application.
4. Customers agree that the Bank may take some time to effect the changes.
5. 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 MBS.

Termination of the MBS:

6. The Bank may suspend or terminate the Mobile Banking Services without prior notice if the Customer has committed breach of these terms and conditions or on the death of the Customer when brought to the notice of the Bank.
7. The service may be suspended for any maintenance or repair work for any breakdown in the Hardware/ Software of MBS, any emergency or security reasons without prior notice and the Bank shall not be responsible if such an action has to be taken for reasons of security or emergency.
8. The Customer may request for cancellation of the Service by giving written notice to the Bank by visiting branch.
9. The Customer shall remain accountable for all the transactions on the Customers' account made prior to confirmation of any such MBS cancellation request by the Bank.

10. If Customer closes the Primary account, the Mobile Banking Services offered will be automatically cancelled.

Changes to Business Rules:

Any change in the business rules of any of the processes will be notified on Bank's website http://slkubank.com/ which will be construed as sufficient notice to the Customer.

Use of MBS:

Fund Transactions:

By accepting these terms and conditions, the Customer:

1. Agrees to use the MBS for financial and non-financial transactions offered by the Bank.
2. Agrees that Customer is aware and accepts that MBS offered by the Bank will enable Customer to transact using MPIN, User ID within the limit and will be deemed as bonafide transaction.
3. Understands and agrees that Bank has the absolute right to revise the prescribed limits which will be binding upon Customer.
4.

Authorization to Bank:

By accepting these terms and conditions, the Customer:

1. Authorizes the Bank to map the account number, User ID and Mobile Phone Number to offer smooth MBS and to preserve the mapping record in its own server or third party server and to use such data at its discretion for providing/enhancing further banking/ technology products that it may offer.
2. Irrevocably authorizes the Bank to debit the Accounts for all transactions/services undertaken by using MPIN and User ID.

3. Authorizes the Bank to send promotional messages related to the products of the Bank, greetings or any other messages the Bank may consider.
4. Authorizes the Bank to carry out all requests/ transactions (like fund transfer) purporting to have been received from Customers' mobile phone and authenticated with Customers' MPIN.
5. Authorizes the Bank to access Customers' account information required for offering the services and also to share the information regarding Customers' accounts with the service provider/ third party as may be required to provide the services.

Instructions given to Bank:

By accepting these terms and conditions, the Customer:

1. Agrees to use the service on a mobile phone registered in Customers' name and undertakes to use the service only through the registered Mobile Phone Number.
2. The instructions of the Customer shall be effected only after authentication under Customers' USER ID and MPIN or through any other mode of verification as may be stipulated at the discretion of the Bank.
3. 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 failure of operational system or due to any requirement of law.
4. The transactional details will be recorded by the Bank. These records can be regarded as conclusive proof of the authenticity and correctness of transactions.

Non-Transferability:

Mobile Banking Services to a Customer is not transferable and shall be used only by the authorized Customer.

Changes in Services offered:

1. The Bank reserves the right to decide the services may be offered. Additions to the services offered / removal from the services offered are at Banks sole discretion.

Confidentiality of Customer information :

2. The Bank shall make all efforts to ensure that the Customer information is kept confidential but shall not be responsible for any leakage of confidential Customer information for reasons beyond Banks control or by action of third party.
   Customer can refer "Privacy Policy" at our website http://slkubank.com/.

Service Charges for MBS usage:

1. The Bank reserves the right to charge the Customer a fee for the use of the services. Bank also reserves the right to change the fee structure at its discretion.
2. Any change in fee will be notified on Bank's website http://slkubank.com/ which will be construed as sufficient notice to the Customer and same is binding on the customer.
3. The Telecom Service provider of the customer may charge for each SMS and the Bank is not liable for any dispute that may arise between such telecom service provider and the Customer.

What are Customers' Responsibilities ?

1. The Customer shall be required to learn the process of using the service and that Customer shall be responsible for any error made while using the service.
2. The Customer will be responsible for all transactions, including unauthorized / wrong/mistaken/false transactions made through the use of his/ her mobile phone, User ID and MPIN, regardless of

whether such transactions are in fact entered into or authorized by Customer. The Customer will be responsible for the loss/damage, if any suffered in respect of all such transactions.

3. The Customer shall take all possible steps to ensure that the Mobile Application and mobile phone are not shared with anyone and shall take immediate action to de-register from MBS, in case of misuse/ theft/loss of the mobile phone.
4. The Customer will use the services offered using the MPIN in accordance with terms and conditions.
5. 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 or the security of the service.
6. It will be the responsibility of the Customer to notify the Bank immediately if Customer suspect the misuse of the MPIN. Customer will also change MPIN immediately.
7. If the mobile phone or SIM is lost, the Customer must immediately de-register from MBS by visiting branch.
8. 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.
9. The Customer shall keep himself/herself updated with regard to any information/ modification relating to the services offered. This information would be published on the Bank's website http://slkubank.com/ and at the branches. Customer would be responsible for taking note of such information/modification while using the Service.
10. 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 notify the Bank within a

reasonable time about unauthorized access to the account.

11. The Customer shall be liable and responsible for all legal compliance and adherence of terms and conditions in respect of the mobile connection/SIM card/mobile phone through which the Service is availed and the Bank does not accept any responsibility in this regard.
12. Customer shall notify the Bank, about any change in mode of operation, making a specific reference to the MBS availed , through a separate communication. Customer shall notify the Bank, any other change in the operation of the account which will otherwise make the account ineligible for the MBS. If the Customer fails to notify the Bank separately, all the account holders shall bind jointly and severally for the transactions using this Service.
13. Customer shall notify the Bank of any change in mobile number or loss/ theft of mobile phone by following proper procedure of the Bank.

Correctness of Information:

1. Customer is responsible for providing correct information to the Bank. In case of any discrepancy in the information provided, the Customer understands that the Bank will not be liable for action taken based on the information. In case, the customer reports error in information, Bank will endeavor to correct the error promptly wherever possible on a reasonable effort basis.
2. 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. The Customer accepts that customer shall fully indemnify and keep Indemnified the Bank for any loss, damage or claim sustained to the Bank due to the Bank acting on such erroneous information provided by the Customer.

Disclaimer:

The Bank, its employees, agent, when acting in good faith, shall be absolved of any liability in following scenarios:

- Unauthorized access by other person
- Breach of confidentiality
- Any failure or delay in transmission of information or there is any error or inaccuracy or loss of information during processing or transmission of information or any other consequence arising from any cause beyond the control of the Bank like technology failure, power disruption, mechanical breakdown etc.
- Any kind of direct or indirect loss, incurred by the Customer or any other person due to any failure on the part of the third party /service providers affecting the said service and that the Bank makes no warranty as to the quality of the service provided by such provider.
- Any failure, delay, interruption, suspension, error in transmission of information to and from the system of the Customer and the network of any service provider and the Bank's system.
- Any breakdown, interruption, suspension or failure of the system of the Customer, the Bank's system or the network of any service provider needed to provide the Mobile Banking Service.
- Any direct, indirect loss or damage, like loss of revenue, profit, business, contracts, anticipated savings / goodwill, suffered by the Customer or any person due to delay, interruption, suspension, error of the Bank in receiving and processing the request and in formulating and returning responses.
- The Bank will not be responsible if the Mobile Application is not compatible with/ does not work on the Customers' mobile handset.

Indemnification:

In consideration of the Bank providing the Customer the Mobile Banking Service, the Customer indemnify and hold the Bank harmless against all claims, demands proceedings, loss, damages, costs, charges and expenses which the Bank may incur, sustain, suffer or is likely to suffer in connection with the execution of the Customer's instructions or be put to as a consequence of or arising out of or in connection with services provided to the Customer.

The Customer shall indemnify the Bank for unauthorized access by third party to any information/instructions given by the Customer or breach of confidentiality.

Jurisdictions and Governing Law:

The Courts at Pune shall have exclusive jurisdiction in case of all the disputes arising out of or in connection with these terms and conditions. These disputes shall be governed by the laws of India.

Contacting Bank:

In case of queries , Customer may write to shrilaxmikrupabank@gmail.com or call (020)25410888 . Customer may visit our website http://slkubank.com/ in case needed.