

## TERMS AND CONDITIONS – SVC BANK INTERNET BANKING

These terms and conditions ("Terms") form an Agreement between the User and SVC Co-operative Bank Ltd (hereafter referred to as 'SVC Bank') and shall regulate the provisions of the specified products & services provided by SVC Bank through Internet Banking.

In case of any inconsistency between these terms & conditions and other primary/ specified terms and conditions relating SVC Bank Internet Banking, these Terms & conditions shall prevail.

In this section, the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

### Definitions and Interpretations:

- **"Account"** refers to the Customer's Savings and/or Current Account and/or Overdraft account(s) so designated by the Bank to be eligible account(s) for operations through the use of Internet Banking / Mobile Banking Application.
- **"Application"** shall mean the Bank's Mobile Banking application which will be downloaded onto the mobile phone of the Customer through Play Store for Android Users and App Store for iOS Users.
- **"Bank"** shall mean The SVC Co-operative Bank Ltd. or any successor or permitted assign of it.
- **"Bank user"** shall mean user who is registered for Mobile Banking / Internet Banking in any capacity
- **"CIF"** shall mean Customer Identification Number which is a unique numeric / alphanumeric data which identifies a customer
- **"Customer"** shall mean an account holder of the Bank.
- **"Confidential Information"** refers to information of the Customer, obtained by the Bank, for providing various Services through Mobile Banking / Internet Banking
- **"Facility"** shall mean Mobile Banking facility / Internet Banking facility provided to the Customer.
- **"Internet"** refers to the network of computers / mobile phones / other electronic devices which share and exchange information. The Internet is a worldwide broadcasting capability, mechanism for information dissemination, and a medium for collaboration and interaction between individuals and their computers / mobile phones / other electronic devices capable of accessing the Internet without regard for geographic location.
- **"Login ID / User ID"** is a system generated but random Unique User Id that is given to each Internet Banking registered Customer of the Bank.
- **"Login Password"** is the Password that the customer needs to use along with the Login Id in order to login to Internet Banking facility.
- **"Mobile Phone Number"** shall mean the Mobile number that has been used by the Customer to register for the Facility and also the mobile number should be registered with the bank.
- **"MPIN"** - MPIN stands for Mobile Personal Identification Number and is a 4 or 6-digit passcode used to log in (verify identity) to the Mobile Application and to authenticate the customer on mobile banking application.
- **"Internet Banking Services / Mobile Banking Application"** is the Bank's Service (including all modifications of such services) which provides access to account information, and other services (Including transactions of non-financial and financial in nature). The terms Net Banking/ Mobile Banking and Net Banking Services/facility may be interchangeably used.
- **"Payment Instruction"** shall mean an instruction given by a Customer to transfer funds from the Account held by the Customer to different account(s) held by said Customer within the Bank and registered under the said Mobile banking facility and/or an instruction given by a Mobile banking registered customer to transfer funds to any other Customer(s) account

within the Bank or with any other Bank in India (select cities) and /or to make payments of the nature of bill payments, Credit Card payments, and any such payments of similar nature and/or request to issue Demand Drafts (DO) in the name of the beneficiary who may or may not have an account with the Bank.

- **"Personal Information"** refers to the information about the Customer obtained in connection with Net Banking / Mobile Banking /any other Banking relationship with the Bank.
- **"Primary Account"** means the principal account which has been identified by the customer, as a default designated account for execution of transactions and availing services through Internet Banking / Mobile Application. Any one saving account/current account/cash credit account/ overdraft account can be identified as Primary account.
- **"SMS Banking"** means a service that allows Customers to access their account information via Mobile phone using SMS messaging.
- **"SVC Mobile"** shall mean Mobile Banking Service of the Bank and includes the service over the application/USSD/WAP/SMS Banking.
- **"Term and Conditions"** shall mean the Term and Condition as modified from time to time applicable to Net Banking/and Mobile Banking facility offered by the Bank.
- **"USER"** (interchangeably used as 'Customer') refers to any person who has a Bank Account who has been authorized by the Bank to avail of the said facility.

#### **APPLYING FOR INTERNET BANKING / MOBILE BANKING:**

The Bank may offer Internet Banking facility to select Customers at its discretion. The User/Customer agree that in order to be eligible, they would need to have access to the Internet and knowledge of the use and functionality of the Internet. The User accepts that only submitting application for Internet Banking / Mobile Banking does not automatically imply acceptance by the Bank. The Bank at its Sole discretion may accept or reject your request/s for Registration for Internet Banking / Mobile Banking. The decision of the Bank will be final and binding on the User. SVC Bank reserves the right to choose the devices, software platforms, versions, networks, methods, and data services that will be supported. From time to time SVC Bank will publish the officially supported tools, technologies, and versions which shall contain terms and conditions which are applicable for use of the Internet Banking / Mobile Application. The Customer will comply with these terms and conditions at all times. Any attempts to work around these published requirements or to modify unsupported versions for use in Mobile Banking / Internet Banking will be treated an unauthorized use and violation of this Terms and Conditions Document.

#### **SVC BANK'S INTERNET BANKING / MOBILE BANKING USAGE TERMS & CONDITIONS:**

The User agrees that as soon as they use or access, or permit any other person(s) or entity to use or access the Internet Banking services / Mobile Banking Application, or download or use any Software, they agree and confirm all the terms and conditions mentioned in the service related forms and the official website of SVC Co-operative Bank LTD. The Bank can amend or change these Terms and Conditions (including applicable fees and service charges) from time to time, at banks sole discretion and without any prior intimation to User. Applicable /Updated fees and service charges shall be displayed on the Bank's website from time to time.

The Terms & Conditions will be revised regularly as per the changing dynamics of business, offered products, rules & regulations and policies of the Bank. User/Customer shall access and review these Terms and Conditions as and when the same is revised/updated on the Bank's website from time to time. The use of such Online Service after Bank has made such changes available will be considered as an acceptance to such change/modification by the User/ Customer. SVC Bank's Internet Banking / Mobile Banking is an online financial service offering a variety of content, products and services. It should be noted that the Internet banking facility is for personal

or internal business purposes only of the user/customer. By accepting the terms and conditions herein a non-exclusive, non-transferable, limited and revocable right to access and use the Internet banking as well as any Software in object code is granted by the Bank. Any Software provided through this facility must be downloaded first by the customer. The Customer agrees not to use the SVC Bank Internet Banking Services for any other purpose, including commercial purposes, such as co-branding, framing, linking, or reselling any portion of the Internet Banking without express prior written consent of the Bank. In case the customer does not abide by these terms and condition and/or attempt to do any such acts, the Bank shall have right to take legal action and claim damages at the cost and consequences of the said customer/s.

To avoid any legal risks related with use of modes of verification the User shall ensure maintenance of complete confidentiality, secrecy and protection of the authentication parameters such as Mobile Phone Number, MPIN and debit card PIN allotted to customer or any other mode of verification as may be stipulated at the discretion of the Bank. The Bank will not be responsible in any way for any damages caused/to be caused in case the customer knowingly / unknowingly chooses to share such sensitive and crucial information with any third party.

In the case of a joint account where mode of operation is "Either or Survivor" or "Anyone or Survivor" any of the joint account holders whose mobile number is registered for Netbanking can use the Facility. The transactions and liability in such accounts shall be binding on all the joint account holders, jointly and severally. The Customer is bound to instruct/mandate the Bank separately, in case of any change in the mode of operation in the Account in writing.

The Customer agrees that any instructions provided by them shall be effected only after authentication by means of verification of the Mobile Phone Number and/or through verification of debit card PIN allotted by the Bank to him or through any other mode of verification as may be stipulated at the discretion of the Bank. The Bank reserves the right to reject Customer's request for SVC Bank Internet banking / Mobile Banking Application without assigning any reasons thereto.

The Customer shall not disclose the Mobile Phone Number, MPIN and/or debit card PIN to any other person and shall not respond to any unauthorized SMS/email/phone call wherein such details have been asked for. The Bank shall not be responsible in any way for any damages caused/to be caused to the Customer if any such information is shared by Customer with any third party. The Bank shall, in no manner whatsoever, be held responsible or liable, if it incurs any loss as a result of the Mobile Phone Number and/or debit card PIN and/or any other mode of verification as prescribed by the Bank from time to time being disclosed/ shared by the customer with any unauthorized persons or in any other manner whereby the security of any of the modes of verification is compromised.

By accepting the terms and conditions on the mobile phone / browser while registering for the facility, the Customer:

- a. Agrees to use the internet banking / Mobile Banking facility for financial and non-financial transactions offered by the Bank from time to time.
- b. Irrevocably authorizes the Bank to debit the Accounts which have been enabled for Internet banking / Mobile Banking Application for all transactions.
- c. authorises the Bank to map the account number, User ID and Mobile Phone Number for the smooth operation of Internet banking / Mobile Banking facility 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.
- d. Agree that the transactions originated using the mobile phones / browsers are non-retractable as these are instantaneous/real time. Further the customer is aware and understands that no stop payment requests submitted by them would be accepted by the Bank once the transaction is executed or posted for clearing.

- e. Understands and explicitly agrees that Bank has the absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding upon him/her.
- f. Agrees that the GPS coordinates of Location at which he/she is logging into the Internet Banking / Mobile Banking will be captured, stored and shared with authorities by the Bank as per the extant regulatory guidelines.

The Bank reserves the right to charge the Customer a fee for the use of the services provided under the Facility and change the fee structure at its discretion without any prior intimation. Display of such modified charges on Bank's websites would serve as sufficient notice and the same is binding on the Customer/user.

The Customer will be responsible for all transactions, including unauthorised / erroneous / wrong / incorrect / mistaken / false transactions made through the use of his/ her mobile phone, SIM card.

The Customer has to take all possible steps to ensure that the Internet banking facility / Mobile Banking facility Login ID and Password, MPIN, and his/her devices are not shared with anyone and shall take immediate action to de-register from the facility as per procedure laid down in case of misuse/ theft/loss of the mobile phone / device or SIM card which is available on Bank's Website.

The Customer shall keep the Bank updated with regard to any information/ modification relating to the services offered under the Facility which would be publicized on the Bank's website 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 unauthorised 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 Customers responsibility to notify the Bank, about any change in mode of operation, through a separate communication in writing, making a specific reference to the service availed. It is also the Customers responsibility to notify the Bank, any other change in the operation of the account which will otherwise make the account ineligible for the Internet Banking / Mobile Banking facility. 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, whether such transactions are in fact entered into or authorized by me. I/We will be responsible for the loss/damage, if any suffered in respect of all such transactions.

#### **NETBANKING / SVC MOBILE SERVICE:**

The Bank shall endeavour to provide Net Banking/SVC Mobile, or any such services as the Bank may decide from time to time at its discretion. The Bank reserves the right to decide the type of services that may be offered on each account and the services may differ from Customer to Customer. These facilities shall be offered in a phased manner at the discretion of the Bank. The Bank may also make additions / deletions to the services offered through Net Banking/SVC Mobile Application at its sole discretion. The availability / non-availability of a particular service shall be advised through e-mail or SMS or website of the Bank or through written communication. The Bank will offer services as permitted by the Terms and Conditions governing the operation of concerned/respective accounts and as directed by Reserve Bank of India (RBI's) norms and guidelines published time to time.

In case of Minor accounts, the natural guardian undertakes to give all instructions relating to the operation of the account and further undertakes not to reveal the User Id, Login, and Transaction Password to the Minor or any other person.

In case of self-operated minor accounts, minors will be given viewing rights only.

The Bank may in its sole and exclusive discretion confine this facility only to certain permitted Customers or may extend it from time to time to be generally available to all its Customers.

The Customer hereby agrees to abide the Terms and Conditions specifically for SVC Mobile Application Services and in addition agrees to abide the Terms and Conditions as applicable to Net Banking Services along with the General terms & Condition mentioned in our Websites. The customer shall have full right and/or authority to access and avail of the services obtained and the customer shall observe and comply with the applicable laws and regulations in each jurisdiction in applicable territories. The Customer shall not involve the Bank as a party to such transaction. The customer shall provide the Bank with such information and/or assistance as is required by the Bank for the performance of the Services and/or any other obligations of the Bank herein. The customer also agrees that only credits will be permitted in their Term loan account/s.

### **TRANSACTION PROCESSING FLOW:**

All the instructions for instantaneous transactions will be given effect instantaneously unless and until some processing work or Maintenance activity is being done. In case the services are not available during the End of the Day processing then the transaction will get effected on the next day.

All the requests (Online Third Party Fund Transfer) received after the last batch of NEFT batch timings will be carried out on the next working day (as per the NEFT batch timings) subject to availability of clear funds in the account authorized for debit. In case instructions for effecting any transactions are received on weekly offs/holidays/public holidays, they shall be effected on the immediately succeeding working day as per the NEFT batch timings and subject to availability of the necessary infrastructure required for remitting funds through NEFT.

In case of online payment, the Customer understands and agrees to give instructions for payment at least 3 working days of the Bank prior to the due date of the bill and in the event of late payment, only the customer shall be liable for the late payment charges and other consequences as may be enforced by the biller.

The Customer shall not hold the Bank responsible for not processing/effecting any transactions in case the Bank does not receive instruction to this effect even though the customer has forwarded the same electronically, i.e. by means of e-mails. In the event of any dispute on the actual communication made to the Bank, the records of the Bank shall be final and binding on the customer.

Money remitted through IMPS is through MMID & mobile number / Account Number & IFS Code. The customer shall be solely responsible for the wrong credit due to wrong information provided by them. The Bank shall not be responsible for any erroneous information provided by the customer & accepts no liability for any consequences arising out of erroneous details provided by the customer. In case the registered mobile is lost/misplaced/stolen the deactivation of SMS Banking Service shall be the sole responsibility of the customer and the Bank shall not be responsible for any loss caused by the Customer due to late intimation to the Bank.

### **LOGIN ID AND PASSWORD:**

Internet banking customers can set their own nickname (i.e. customized user id) and can login through the same.

Customer should choose a Login Password which shall be at least of 8 characters long or such minimum number as may be specified by the Bank from time to time and shall consist of a mix of



alphabets, one capital alphabet, numbers and/or special characters which must not be related to any readily accessible personal data of customer such as customers name, address, telephone number, driving license, date of birth etc. or easily guessable combination of letters and number. In case of company/firm's accounts - the company/firm undertakes that the Bank shall be entitled to presume all instructions received by the Bank by using company's/firm's User Id and Login Password are in order / genuine and have been actually given by the authorized signatories of the company/firm and the company/firm shall be bound by the same conclusively.

The Customer understand and agree that they must: Commit the Login Password / MPIN to memory and not record them in a written or electronic form; Not allow any unauthorized person have access to their computer or leave the computer unattended while accessing Internet Banking; The customer further agrees that in case LOGIN PASSWORD is forgotten, they can request for change of the LOGIN PASSWORD to the concerned Branch or via their Debit Card or other relevant authentication.

#### **CHARGES:**

The customers authorize the Bank to recover all charges related to Net Banking / Mobile Banking as determined by the Bank from time to time by debiting their accounts. The schedule of charges would be applicable as mentioned / updated on the website from time to time.

#### **MAILING ADDRESS:**

All correspondence / delivery by and between the Bank & customers shall only be done at the address and / or E-mail Id of the Customer as registered with the Bank.

#### **RISKS:**

The customer hereby acknowledge that they are availing the Net Banking & Third Party Funds Transfer Services at their own risk and responsibilities.

#### **MISUSE OF LOGIN ID AND LOGIN PASSWORD:**

The customer acknowledges that if any third person obtains access to their User Id and or Login Password, such third person would be able to provide Payment Instructions / other instructions to the Bank. The customer shall ensure that the Terms and Conditions applicable to the use of the User Id and Login Password as contained herein are strictly complied with at all times. The User will not attempt or permit others to attempt accessing / utilising / transacting SVC Net Banking / Mobile Banking through any unlawful means/unethical practises or any such purpose which is restricted by the Governing Authorities or Reserve Bank of India/Government of India etc, and if done so, the Bank will have the right immediately to stop the transaction and to freeze/close the Account and report it to the concerned authority with immediate effect and take action against such customer and also have the right to claim any damages or losses caused to the Bank by such acts of customers.

The customer further acknowledges that in case of leak of User Id and Login Password, the Customer will immediately intimate the Bank about the same and request the Bank to deactivate the facility till further instruction. The Bank shall not be in any way responsible for any late submission from Customer.

## **INSTRUCTIONS:**

All instructions for Internet Banking/SVC Mobile shall be given, through computer or any other medium/channel enabled by the Bank for the purpose, by the user in the manner indicated by the Bank. The user is also responsible for the accuracy and authenticity of the instructions provided to the Bank and the same shall be considered sufficient to operate the Internet Banking / Mobile Application. The Bank shall not be required to independently verify the instructions, and the instructions shall remain effective till such time the same is countermanded by further instructions by the user. The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of an instruction, which is subsequently countermanded. The Bank states that it has no liability or obligation to keep a record of the instructions to provide information to the user or for verifying user's instructions. The Bank may refuse to comply with the instructions without assigning any reason and shall not be under any obligation to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the Internet Banking if it has reason to believe that the user's instructions will lead or expose to direct or indirect loss or may require an indemnity from the user before continuing to operate the Internet Banking Service.

Any instruction, order, direction, request entered using the password of the user shall be deemed to be an instruction, order, directive, request received from the user. All instructions, requests, directives, orders, directions, entered by the user, either electronically or otherwise, are based upon the user's decisions or are the sole responsibility of the user. The user understands that entering an instruction, direction, order, request with the Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order or request. The Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the user until it confirms the receipt of such instruction, direction, order, request.

## **Honouring Payment Instructions:**

The Bank shall incur no liability if it is unable to effect any Payment Instruction on the Payment Date because of the existence of any one or more of the following circumstances:

1. If the Debit Account does not contain sufficient funds to process the Payment Instruction or the amount exceeds the overdraft limit, if any, granted to the Payee.
2. If the funds available in the Debit Account are under any encumbrance or charge.
3. The name of Payee and/or details required for effecting the payment is not correctly provided by the User.
4. Due to refusal of the Payee's bank to honour the payment for any reason whatsoever.
5. Due to circumstances beyond its reasonable control.

Service charges as stipulated by the Bank will be debited from the Account(s) if a Payment Instruction fails due to any of the above mentioned reasons. The amount of the charges will be intimated to the User on the Banks Website or through any other medium from time to time, and failure to pay any such charges levied by the Bank gives the right to the Bank to take action as the Bank may deem fit .

The Bank shall have the right to refuse to comply with the Payment Instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction, and have the right to suspend the operations of the Received Funds Facility if it has reason to believe that the Payment instructions will lead or expose to direct or indirect loss or may require an indemnity from the User before continuing to operate Received Funds Facility.

#### **INTERNET FRAUDS:**

The Internet per se is susceptible to a number of frauds, misuse, hacking and other actions that could affect Payment Instructions/ Third Party Funds Transfer Service to the Bank. Whilst the Bank shall aim to provide utmost security to prevent the same, the Bank's system is yet susceptible to such Internet frauds, hacking and other action beyond the control of the Bank that could affect the Services of the Bank including the delay failure in processing the instructions. The customer shall contemplate/evaluate all such risks arising out of circumstances beyond Bank's control for which the Bank shall not be held responsible.

The customer understands and hereby confirm the risk involve in using Net Banking services at a Cyber cafe/shared computer terminal and is hereby requested to not use these services at a cyber cafe/or on shared computer terminal to avoid any unforeseen frauds or transaction putting the Customers and Bank's privacy concerns at stake.

#### **MISTAKES AND ERRORS:**

The filling in of applicable data for transfer of funds and/or issue of Demand Drafts would require proper, accurate and complete details. For instance, the customer is aware that: they would be required to fill in the correct account number of the person to whom the funds are to be transferred; they would be required to fill in the correct details such as the name of the payee (who may or may not have an account with the Bank), and Credit Card number while making Credit Card payments and amount of the Demand Draft and the city/state where the Demand Draft is payable. The customer also understands that the Demand Draft request will be routed to the designated branch wherein their Primary account is maintained and the customer hereby undertake to personally collect the Demand Draft from the said branch. In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts or the Demand Draft maybe incorrectly issued or sent to a wrong address and there is no guarantee of recovery of the same thereafter. The customer shall therefore take all care to ensure that there are no mistakes and errors and that the information given by them to the Bank in this regard is error free, accurate, proper and complete at all points of time. The customer hereby indemnifies the Bank from any such losses caused due to an error/omission on the Customer's part.

Payee/Beneficiary Details entered by Customer during registration of Third Party Fund Transfer (TPFT) is entirely at his/her/their risk and responsibility. The Bank does not take any responsibility for incorrect details / data keyed-in by the Customer. Amounts once remitted by way of TPFT cannot be refunded back to the customer.

#### **LIABILITY OF THE USER:**

User agrees that the access to Internet banking through any device or browser and any transaction, which originates from the same, whether initiated by user or not shall be deemed to have originated by the user. User shall be liable for all loss from unauthorized transactions in accounts if there is a breach of Terms or caused the loss by negligent actions such as the following:  
(a) Not intimating the Bank about unauthorized access to or erroneous transactions in the Mobile Banking accounts.



(b) In case of change in or termination of the Mobile Phone number/SIM Card, not informing the Bank about the change/ termination.

(c) In the event of loss of Mobile Phone or it falling in the wrong hands, it can be misused.

User indemnifies the Bank for any such misuse arising out of the same. User shall not hold Bank responsible for any loss that may suffer in these circumstances.

The user shall be liable to the Bank for any kind of unauthorized or unlawful use of any of the abovementioned passwords or of the said facility or any fraudulent or erroneous instruction given and any financial charges thus incurred shall be payable by the user only.

The user is solely responsible for any unauthorized modifications to the device (such as by way of a "jailbreak" or "Root"). SVC Bank expressly reserves rights, at any time and without prior notice to customers, to change the SVC Mobile Transaction limit of "jailbreak" or "Rooted" devices.

The user shall be liable for all loss if he has breached the Terms and conditions contained herein or contributed or caused the loss by negligent actions or a failure on his part to intimate the Bank within a reasonable time about any unauthorized access in the account.

SVC Bank has adopted the mode of authentication of the Customer by means of verification of the Mobile Phone Number and/or through verification of MPIN, Password, debit card PIN allotted by SVC Bank to the Customer or through any other mode of verification as may be stipulated at the discretion of SVC Bank. The unauthorized access and/or use of aforementioned modes of authentication can raise a risk to the security of the Account/s of the Customer. Hence, to avoid any legal risks related with use of modes of verification other than digital signatures, the Customer(s) shall ensure maintenance of complete confidentiality, secrecy and protection of the authentication parameters such as Mobile phone number, MPIN, Password and Debit Card PIN allotted to the User or any other mode of verification as may be stipulated at the discretion of SVC Bank.

In case the customer suspects that their User id and other credentials is known to another person and/or notice an unauthorized transaction in their Mobile Application, he/she shall inform the Bank in reasonable time, failing which the Bank shall not be held be liable for losses arising out of the said delay.

#### **LIABILITY OF THE BANK:**

The Bank shall, in no circumstances, be held liable by the User, if access is not available in the desired manner for reasons including natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or network failure, non-delivery of SMS, software or hardware error or any other reason beyond the control of the Bank. Under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person. The Bank is in no way liable for the services provided by the CSP in relation to the Mobile Phone. The Bank is in no way responsible/ liable for the charges levied by the CSP in relation to Mobile Banking transaction.

#### **DISCLAIMER AND WARRANTIES:**

The User/customer expressly agrees that use of the Bank's Website is at its sole risk. The Website is provided on an "as is" and "as available" basis. Except as warranted in the Terms, the Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Internet Banking.

**TRANSACTIONS:**

The transactions, which may require, the transfer of the funds may not fructify or may not be completed by the parties to whom the customer request the Bank to transfer the funds. The Bank is not in any manner involved in the said transactions and contracts and the customer's sole recourse in this regard shall be with the party with whom they have the transactions. The Bank is merely providing services whereby the said funds would be transferred on customer's instructions.

#### **TECHNOLOGY RISKS:**

The Bank will not be liable for any virus that may enter the user's system as a result of the user using Internet Banking using unprotected media. It may also be possible that the site of the Bank may require maintenance and during such time it may not be possible to process the request of the Customers. This could result in delays in the processing of instructions or failure in the processing of instructions. The Customer understands that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or profit or otherwise arising out of any failure or inability by the Bank to honour any Customer instruction for whatsoever reason.

#### **LIMITS:**

The customer is aware that the Bank may from time to time impose maximum and minimum limits including daily limits on transfer of funds that may be transferred by virtue of the payment instructions given hereunder. The customer acknowledges that the same is to reduce his risks. For instance, the Bank may impose transaction restrictions within particular periods or amount restrictions within a particular period or even each transaction limits. The customer shall be bound by such limits imposed and shall strictly comply with them.

#### **INDEMNITY:**

In consideration of the Bank providing the user the Internet Banking / Mobile Banking, the user shall, at their own expense, indemnify and hold the Bank, its directors and employees, representatives, agents, as the case may be, indemnified against all losses and expenses which the Bank may incur, sustain, suffer or is likely to suffer in connection with the Bank's execution of the user's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through Internet Banking Services or any/all other services, for any action taken or omitted by the Bank, its officers, employees or agents, on the instructions of the user. The user will pay the Bank such amount as may be determined by the Bank to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

Further, the user agrees, at their own expense, to indemnify, defend and hold harmless the Bank, its directors and employees, representatives, agents against any claim, suit, action or other proceeding brought against the Bank, its directors and employees, representatives, agents by a third party, to the extent that such claim, suit, action or other proceeding brought against the Bank, its directors and employees, representatives, agents, and is based on or arises in connection with the user of Mobile Banking / Internet Banking Services or any/all other related services in circumstances:

1. A violation of any or all of the Term mentioned herein or on the website, is done by the user;
2. Any deletions, additions, insertions or alterations to, or any unauthorized/illegal use of, Internet Banking / Mobile Banking Services by the user to cater for any unlawful or unethical purpose;

3. Any misrepresentation or breach of representation or warranty made by the user mentioned herein; or
4. Any breach of any covenant or obligation to be performed by the user hereunder.

The user/customer agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

The user shall indemnify the Bank from and against all losses and damages that may be caused as a consequence of breach of any of the Terms and Conditions mentioned herein above and also on the website.

The Bank's sole obligation and customers sole and exclusive remedy in the event of interruption to the Net Banking / Mobile Banking services or loss of use and/or access to the Bank's website shall be to use all reasonable endeavour to restore the services and/or access as soon as reasonably possible. The Bank makes no express or implied warranty with respect to the Net Banking / Mobile Banking services provided hereunder including without limitations any warranties of uninterrupted/error-free performance of the Net Banking / Mobile Banking System, non-infringement of third party rights, title, satisfactory quality and/or fitness for a particular purpose. The Banks Internet Banking / Mobile Banking service cannot be claimed as a right at any point of time. The Bank may also convert the Service into a discretionary service anytime without prior intimation, if so warranted, after it has been made available to the USER/Customer.

#### **FINGERPRINT AND FACE AUTHENTICATION TERMS:**

The user understands that, authenticating a login or a transaction using fingerprint or face is the capability of the device/smartphone and the accuracy of the feature. The Bank doesn't hold responsibility for any issues in the operation of the feature. The Bank validates a transaction based on the success or failure message that is received from the device.

The user takes a conscious call in giving permission to Mobile Banking to use the finger print and Face authentication feature of the device. The user is aware that any finger print or face added/registered to the device will be able to login / transact on the Mobile Banking application. The Bank is not responsible for any fraud that might occur due to any person other than the genuine user adding his/her fingerprint to the device and transacting on Mobile Banking. The user should ensure that only his/her fingerprint or face is added/registered to his/her device and no one else has access to this fingerprint authentication feature.

#### **DISCLOSURE OF PERSONAL INFORMATION:**

By using the App, you are authorizing us (SVC Bank) to collect and use technical information about the equipment and related software, hardware and peripherals and any data and information stored in the equipment, whether internet-based or wireless, to improve our products and to provide Services to you. By using the application, you consent to us to share these information to any of our agents, Service providers, affiliates or any other third party as the Bank may deem fit. You are also authorizing our affiliates, agents, service providers to transmit, collect, retain, maintain, process and use all aforementioned data to determine your credit scoring, services offered to you, or to improve our Services and/or your experience while using the App or for submission to statutory and regulatory authorities.

To allow us to give you a superior experience, we need your permission to access and the user takes a conscious call in giving permission to following:

- Location: To display the ATMs/Branches and Offers near you.
- Contacts: To retrieve phone number, email address from contacts to send money or recharge.
- Photos and Camera: To personalize the accounts and payees added to the app
- Phone: To allow a call to be made to SVC Bank Customer service from the app
- Device ID and Status, Mobile Number (SIM) and send SMS facility: To perform the required SIM locking to your device for your account security by reading phone status and identity
- Calendar: To sync your scheduled payments
- SMS: To auto read OTP/MVC/DVC related SMS. Also used in phone verification to send SMS on users behalf.

The bank shall not be held liable for any loss suffered by the user due to disclosure of the personal information to a third party by the Bank, for reasons inclusive but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for statistical analysis or for credit rating.

#### **PROPRIETARY RIGHTS:**

The customer acknowledges that the software and hardware underlying the Net Banking / Mobile Banking Service as well as other Internet related software which are required for accessing Net Banking / Mobile Banking are the legal property of the Bank. The permission given by the Bank to access Net Banking / Mobile Banking will not convey any proprietary or ownership rights in the above software / hardware. The customer agrees that they shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software / hardware underlying Net Banking or create any derivative product based on the software / hardware.

#### **TERMINATION OF NET BANKING / MOBILE BANKING SERVICE:**

The customer may request for termination of the Net Banking / Mobile Banking Services any time by giving a prior written notice of at least 7 days to the Bank. The customer agree that they will remain responsible for any transactions made on their account(s) through Net Banking / Mobile Banking prior to the time of such cancellation/termination of the Net Banking / Mobile Banking Service.

The closure of all their accounts will automatically terminate the Net Banking / Mobile Banking Service and all related services. The Bank may suspend or terminate Net Banking / Mobile Banking Services wholly or partially at any time by giving to the Customer at least 30 days' notice under normal circumstances. Bank may immediately withdraw or terminate the Internet Banking anytime either entirely or with reference to a specific service or user; or in case of breach of Terms by the user without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the user.

#### **RIGHT OF SET-OFF AND LIEN:**

The Bank shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits/scripts held in the Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the services extended to and/or used by the user.

### **AVAILABILITY OF FUNDS:**

The customer undertakes to maintain sufficient clear funds in their accounts for transactions through the Internet Banking. The customer understands that the Bank shall not be held responsible or liable if it is unable to effect the payment transactions due to insufficient funds in the account or if the funds available in the payment account are under any encumbrances or charges in carrying out such instruction in case an overdraft is allowed by the Bank in such account, the customer agree to pay the amount of overdraft with applicable Interest and other charges thereon, effective on the date of allowing overdraft, immediately on demand by the Bank.

### **NOTICES:**

Notice to customer in respect of services herein may be given in writing by hand delivery or by sending by post or through e-mail on the address or e-mail ID registered with the Bank and will be considered sent once the e-mail leaves the senders inbox,. Notices to the Bank will be sent to the Corporate Office address.

In addition, the Bank may also publish notices of general nature, which are applicable to all Customers on its website or put on notice board in the Branches or advertised Billboards. Such notices will have the same effect as a notice served individually to the customer.

### **GOVERNING LAW:**

These Terms and/or the operations in the Accounts of the user shall be governed by the laws of India. The Parties hereby agree that any legal action or proceedings arising out of the Terms for Internet Banking services and related services shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals.

### **GRIEVANCE REDRESSAL:**

The Customer is advised to familiarize with the Grievance Redressal procedure available on Bank's Website for details on how to address a grievance that the Customer may have concerning Bank's Services. The Grievance Redressal set out by the Bank is in accordance with the Banking Ombudsman Scheme.

### **NON-TRANSFERABILITY:**

The grant of Internet Banking services and other ancillary services to a user is not transferable under any circumstance and shall be used only by the user.

### **CHANGE OF TERMS:**

Bank shall have the absolute discretion to amend or supplement any of the Terms and/or terms and conditions stipulated by the Bank at any time and shall give notice (except for change in interest rates) by hosting the same on the Banks Website or in any other manner as decided by the Bank. The Customer shall be responsible for regularly reviewing these Terms and the terms and conditions stipulated by the Bank including amendments thereto as may be posted on the Website. By using any new/updated services as may be introduced by the Bank, the user shall be deemed to have accepted the changed Terms and terms and conditions stipulated by the Bank.