



# Mobile Banking

## Terms & Conditions

August, 2017



Terms and Conditions governing the use of the Mobile Banking Services provided by Fincare Small Finance Bank Limited.

Definitions:

"**Accounts**" shall mean the bank account maintained by the Customer with **the Bank** for which the Mobile Banking Services is being offered or may be offered in future (each an "Account" and collectively "Accounts").

"**Applicable Law**" shall mean any and all applicable laws, bye-laws, rules, regulations, circulars, notifications, ordinances, protocols, codes, guidelines, policies, notices, directions, orders, decrees or judgments of courts or other requirements of any governmental authority in any relevant and appropriate jurisdiction of India.

"**Bank**" shall mean Fincare Small Finance Bank Limited, a company incorporated under the Companies Act, 1956, having its registered office at 301-306, Floor, ABHIJEET-V, Opp. Mayor's Bungalow, Law Garden Road, Mithakhali, Ahmedabad, Gujarat - 380006, India and corporate office at 5<sup>th</sup> Floor, Bren Mercury, Kaikondanahalli, Sarjapur Main Road, Bengaluru, Karnataka - 560102, India.

"**Bank Website**" shall mean [www.fincarebank.com](http://www.fincarebank.com)

"**Beneficiary / Payee**" shall mean any person or entity to which you can request the Bank to make a payment from your account through Mobile Banking Services.

"**Confidential Information**" shall mean all information obtained by the User from the Bank for availing Mobile Banking Services.

"**Data Connection**" shall mean any 2G, 3G, 4G, wired/wireless internet connection, or any other network that permits the User to access the Mobile Banking Services from his/her Mobile Handset.

"**Minor**" shall mean a person who has not completed the age of eighteen years.

**“Mobile Banking Services”** shall mean the facility or service/s provided by the Bank namely, access to the User’s account/s and/ or usage of product and/ or other services as may be made available by the Bank from time to time to the User.

**“Mobile Handset”** means a feature phone, mobile smart phone, tablet, or any other remote access device that supports access to the Mobile Banking Services.

**“Mobile Phone Number”** shall mean the mobile phone number of the Users, provided to the Bank by the User in the Account opening forms or at any other time, and as updated in the records of the Bank from time to time.

**“MPIN”** shall mean Mobile Personal Identification Number used for accessing and availing Mobile Banking Services from his/ her Mobile Handset.

**“Personal Information”** shall mean the information about the Customer obtained in connection with Mobile Banking Services.

**“Software/Application”** means the file which is downloaded on the mobile for accessing Mobile Banking services.

**“SMS”** shall mean short messaging service used to transmit short message upto 160 characters to and from the Mobile Handset. The User will be charged for the SMS as per the rates levied by the Telecom Service Providers.

**“User”** shall mean a person who has an account with the Bank and who has been authorized by the Bank to use Mobile Banking Services.

**“Customer ID”** shall mean the unique identification number given by the Bank to every customer holding a Savings/Current/Loan/Fixed Deposit Account in the Bank.

## **Applicability of the Terms and Conditions:**

The Terms and Conditions appearing hereinafter form the contract between the User and the Bank. By applying for Mobile Banking Service, the User acknowledges and accepts these Terms and Conditions. These Terms and Conditions will be in addition and not in derogation to the Terms and Conditions relating to any account held by the User in the Bank and/or the respective product/s or the service/s provided by the Bank. The Terms and Conditions may be modified by the Bank from time to time without any notice or consent of the User and the User can view the Terms and Conditions on the Bank Website. In case of conflict between the general terms and conditions relating to any Account and the terms and conditions contained herein, terms and conditions contained herein shall prevail.

### Application for Mobile Banking Services

The User should register for Mobile Banking Services either at the time of opening an account with the Bank or later stage via secured channel, the Bank may advise from time to time as it may deem fit, for Mobile Banking Services. The Mobile Banking Services shall be made available to the User subject to the condition that he/she downloads the application, successfully installs it and thereafter authenticates himself/herself with the applicable credentials and sets his/her MPIN. Mobile Banking Services shall be made available only to the User satisfying the eligibility criteria and shall be provided at the sole discretion of the Bank and may be discontinued by the Bank at any time, without prior notice to the User. The User understands and accepts that any other condition that is a pre-requisite to access the Mobile Banking Services, including, but not limited to a Mobile Handset, Data Connection, etc., shall be the sole responsibility of the User.

The User shall use the Mobile Banking Services from his/her Mobile Phone Number, registered with the Bank. The Bank will enable the User to transact under Mobile Banking Services through MPIN or one time password generated to the Mobile Phone Number of the User, within the limit prescribed by the Bank and all transactions shall be bonafide transactions. Use of Mobile Banking Services by the User authorizes the Bank to map the account number, Customer ID, Mobile Phone Number and Mobile Handset number for smooth operation and preserve the mapping record in the Bank's server located with any third party. The Bank shall have the right to use the data at its discretion for providing/ enhancing further banking/ technology products that the Bank may offer

from time to time. Use of Mobile Banking Services authorizes the Bank to debit the account of the User maintained with the Bank.

#### Eligibility Criteria

(a) The User having a valid savings and/or current account and/or Loan accounts and/or Fixed deposit accounts with the Bank, being the sole account holder and where mode of operation is single, is authorized for using Mobile Banking services.

(b) In case of a joint account, Mobile Banking Services shall be available only when mode of operation is indicated as 'either or survivor' or 'anyone or survivor', or 'former or survivor'. The Customer ID issued by the Bank against such joint accounts shall only and explicitly be used by the authorized User to access Mobile Banking Services. The other joint account holders shall expressly agree with the arrangement and give their consent to the same. All correspondence will be addressed to the mailing address. All transactions arising from the use of Mobile Banking Services in the joint accounts shall be binding on all the joint account holders, jointly and severally. The Bank shall in no way be liable for any loss/ damage whatsoever that may be incurred or alleged to be incurred by the other joint holder in such an event.

(c) For accounts where Minors are the sole operators and/or for joint accounts with Minor as one of the account holder, are not eligible for Mobile Banking Service.

#### MPIN

(a) The User will follow the process uploaded on the Bank Website in the Mobile Banking FAQ's section for generating a new MPIN. The User expressly undertakes that he/she shall be solely responsible for any loss incurred by the User as a result of use/misuse unauthorized use of MPIN and the Bank shall not be responsible for any such loss whatsoever.

(b) In the event the User forgets the MPIN, a new MPIN may be created by clicking 'Forgot MPIN' option, provided in the pre-login screen of the Mobile Banking Service and following the process uploaded on the Bank Website in the Mobile Banking FAQ's section.

(c) In the event the User enters the incorrect MPIN (5) times consecutively, the Bank shall block the Mobile Banking Services for 12 hours or for such time as the Bank may deem fit, after which the Mobile Banking Services can be accessed by the User with the same MPIN or new MPIN created by the User. You can instantly activate Mobile Banking Services after it has been blocked, by clicking 'Forgot MPIN' option, provided in the pre-login screen of the Mobile Banking Service.

## Fees

At present the Bank does not charge any fee for the use of Mobile Banking Services. The Bank reserves its right to charge fees in relation to the use and/or termination of the Mobile Banking Services as it may deem fit. The Bank shall publish the applicable fees on the Bank Website, from time to time before they become effective, which shall be binding on the User. Fees may be collected from the User in such manner and at such intervals as the Bank may specify from time to time on its website. The User hereby authorizes the Bank to recover the fee by debiting one of the accounts of the User. Failure by the Bank to recover the fee in a manner deemed fit along with interest, if any, would result in withdrawal of Mobile Banking Services without any liability to the Bank.

## Accuracy of information

(a) The User is responsible for the correctness of information provided to the Bank for use of the Mobile Banking Services while using any facility of Mobile Banking Service. The Bank shall not be liable for the consequences arising out of erroneous information supplied by the User. The User shall at periodic intervals check the correctness of the statement and shall notify the Bank about any discrepancies that may occur. If the User notices an error in the information supplied to the Bank either in the application form or any other communication, he/ she shall immediately inform the Bank and the Bank will endeavor to correct the error promptly wherever possible on a best efforts basis. The Bank shall also not be responsible for any incidental error which occurs in spite of necessary steps being taken by the Bank to ensure the accuracy of the information provided to the User and the User shall not have any claim against the Bank in an event of any loss/damage suffered by the User as a consequence of the inaccurate information provided by the Bank.

(b) All displayed or printed output statements are duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from a computerized backup system maintained by the Bank. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error and the User shall hold the Bank harmless against any loss, damages, etc., which may be incurred/ suffered by the User if the information contained in the above said outputs turns out to be inaccurate/incorrect.

#### Maintenance of sufficient balance

The User shall ensure that there are sufficient funds (or pre-arranged credit facilities) in his/her/their account for transactions through the Mobile Banking Services and the Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that the Bank shall at its sole discretion, carry out the instructions notwithstanding such inadequacy without seeking any prior approval from or notice to the User and the User shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and all related costs and charges related thereto. The Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance in the account. The Bank may withdraw the Mobile Banking Services for the User, if at any time the account does not maintain the required minimum balance and or if the penal charges, if any remain unpaid, without giving any further notice to the User and/ or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

#### Fund Transfer

(a) The User may use the funds transfer service to transfer funds from User's account to any third parties' account in the Bank and/or at any other bank, which falls under the network of Reserve Bank of India's Electronic Fund Transfer system.

(b) The User shall not use or attempt to use the Mobile Banking Services to transfer funds without sufficient funds in the account or without a pre-existing arrangement with the Bank for the grant of an overdraft. The Bank will endeavor to effect such funds transfer transactions received through Mobile Banking Services provided there are sufficient funds available in the account and the Bank shall not be liable for any omission to make

all or any of the payments or, for late payments due to circumstances beyond the reasonable control of the Bank.

(c) The User accepts that for initiating an inter-bank and/or intra-bank fund transfer, the Bank shall define a specific cooling period for newly added Beneficiary/ Payee; with a cap/limit on money transfer for a period defined by the Bank. The User agrees and understands that modifying either the cooling period and/or cap/limit shall be at the sole discretion of the Bank.

(d) The User accepts that he/she/they will be responsible for filling the correct account number for the fund transfer request. In no case, the Bank will be held responsible or liable for any erroneous transactions incurred arising out of or relating to the User entering incorrect account numbers. The Bank will endeavor to effect funds transfer transaction received through Mobile Banking Services subject to availability of sufficient funds in the account. The Bank shall specify the transaction limits for carrying out various kinds of funds transfer or any other services through Mobile Banking Services on the Bank Website from time to time. The said facility will be provided in accordance with the conditions specified by the Bank from time to time. The Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond its reasonable control including non-confirmation of payee registration.

(e) The User agrees that transactions effected by the User using the Mobile Banking Services are non-retractable as these are instantaneous/real time and the Bank shall not be held liable for effecting the transaction. The Bank does not accept any 'stop payment' instructions for Mobile Banking Services.

## Authorization

(a) The User (along with the joint account holder, if any) irrevocably/ unconditionally and expressly authorizes the Bank to carry out the banking transactions performed by him/ her/ them/ through Mobile Banking Services. The User expressly authorizes the Bank to carry out all request(s) or transaction(s) for and/ or at the request of the User as are available to the User through Mobile Banking Services and the Bank shall have no obligation to verify the authenticity of any request or transaction received from the User through Mobile Banking Services or purporting to have been sent by the User via Mobile Banking Services. Illegal or improper use of Mobile Banking Services shall render the User



liable for payment of charges as may be decided by the Bank or may result in the suspension of Mobile Banking Services for the User.

(b) The display or printed output that is produced at the time of operation of Mobile Banking Services is a record of the operation of the User and shall not be construed as the Bank's record. The Bank's own record of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless any discrepancy is pointed out within one week from the date of access of his/ her/ their/ account by the User or from the date of sending the periodical statement to the User, whichever is earlier.

(c) The User expressly authorizes the Bank to disclose to the service provider or any other third party, all user information in its possession, as may be required by the Bank to provide the Mobile Banking Services to the User.

(d) User authorizes the Bank to send any message or make calls to his/ her Mobile Phone Number/ or display notices or any other communication on Bank mobile application to inform him/ her about any promotional offers including information regarding the Bank's new products either available now or which the Bank may come up with in the future, greetings, notices or any other promotional messages or any other message that the Bank may consider appropriate. The User irrevocably and unconditionally agrees that all such calls or messages made by the Bank and or its agents shall not be construed as a breach of the privacy of the User and shall not be proceeded against accordingly.

(e) The User authorizes the Bank to send any rejection message, if it finds that the request sent by the User is not in accordance with the Bank's format/ requirement.

(f) The Bank shall make all reasonable efforts to ensure that the User information is kept confidential. The Bank however shall not be responsible for any divulgence or leakage of confidential User information.

#### Disclosure of Personal Information

The User agrees that the Bank may disclose, in strict confidence, to other institutions, Personal Information as may be

reasonably necessary for reasons inclusive of, but not limited to, the following:

For participation in any telecommunication or electronic clearing network;

In compliance with a legal directive;

For credit rating by recognized credit rating/ scoring agencies; and

For prevention of fraud to regulatory bodies, government agencies, law enforcement bodies, courts, executors/ administrators or legal representatives of the User.

#### Responsibilities and Obligations of the User

The User shall take all steps to ensure that his/ her Mobile Handset is not shared with anyone and in the event of any misuse/theft/loss of Mobile Handset, the User shall take immediate action to deregister from Mobile Banking Services by contacting the customer care number for Mobile Banking Services or contacting the nearest branch office of the Bank.

(b) The User shall use the Mobile Banking Services in accordance with the procedure as laid down by the Bank from time to time.

(c) The User shall keep the Customer ID and MPIN confidential and shall not disclose to any other person or record them in a way that would compromise the security of the Mobile Banking Services.

(d) The User shall immediately notify the Bank if he/ she suspect the misuse of the MPIN and shall initiate necessary steps to change his/ her MPIN.

(e) The User accepts and acknowledges that any valid transaction originating from the Customer ID and/ or registered Mobile Phone Number shall be assumed to have been initiated by the User and any transaction authorized by the MPIN is duly and legally authorized by the User.

(f) The User shall keep himself/ herself updated with regard to any information/ modification relating to the Mobile Banking Services offered by the Bank which would be published on the Bank Website or communicated in any other manner as the Bank may deem fit.

(g) The User shall be prudent in downloading content through blue-tooth, WIFI at public places; public networks etc., and ensure that proper anti-virus software is used from time to time to remove malware residing in the Mobile Handset of the User.

#### Liability of the User

The User shall be solely responsible and liable for:

(a) the accuracy of any information provided by the User for availing the Mobile Banking Services;

(b) all transactions, including fraudulent/ erroneous transactions made through his/ her Mobile Phone Number, SIM card and MPIN, regardless of whether such transactions are in fact entered into or authorized by him/ her or not and the User shall be responsible for the loss/ damage suffered, if any;

(c) protecting his/ her registered Mobile Phone Number and MPIN;

(d) any kind of unauthorized or unlawful use of any of the MPIN or of the Mobile Banking Services or any fraudulent or erroneous instructions given and any financial charges thus incurred thereto;

(e) any loss arising out of unauthorized transactions while availing the Mobile Banking Services;

(f) breach of these Terms and Conditions;

(g) contributing or causing the loss by negligent actions of the User;

(h) Disclosing or failing to take all reasonable steps to prevent disclosure of the Customer ID and MPIN to third party/ies including any minor, Bank staff and/ or failing to inform the Bank of such disclosure within reasonable time; and

(i) Failure to inform the Bank within a reasonable time about unauthorized access to or erroneous transactions in the User's account.

#### Liability of the Bank

(a) The Bank shall under no circumstances be liable for and in respect of any loss or damages whatsoever whether such loss or 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, howsoever, arising (i) from or relating to any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the User and

the network of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the User, the Bank's system or the network of any service provider and/or any third party who provides such services as is necessary to provide the Mobile Banking Services, (ii) due to reasons including but not limited to natural calamity, floods, fire and other natural disasters of any kind, legal restraints, faults in the telecommunication network or internet or network failure, power breakdown or UPS breakdown, software or hardware failure and/ or error or any other reason beyond the reasonable control of the Bank, (iii) due to hacking of the account by any person/s other than the User, which falls under the category of a Cyber Related Crime as accepted internationally;

(b) The Bank shall in no way be held responsible or liable for delay, failure and/ or untimely delivery of SMS notification and/ or SMS Alerts including but not limited to network congestions, network failure, systems failure or any others reasons beyond the reasonable control of the Bank or its authorized service provider(s);

(c) The Bank shall not be responsible if Bank's Mobile Banking Services is not compatible with/ does not work on the Mobile Handset of the User.

Notwithstanding anything in the contrary provided in this Terms and Conditions, the Bank shall not be involved in or in any way liable to the User for any dispute between the User and a cellular services provider or any third party service provider (whether appointed by the Bank in that behalf or otherwise). Further, 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.

Notwithstanding anything contained herein, where Bank has reason to believe that any transaction or marking of liens, have been fraudulently made (hereinafter referred to as a "suspect transaction"), the Bank shall be entitled to withhold payment pertaining to such suspect transaction in accordance with regulatory laws relating to Money Laundering or otherwise. If Bank determines after due enquiry and investigation that the transaction is a valid transaction and not a suspect transaction, the Bank shall release such withheld payment subsequently.

#### Indemnity

The User shall indemnify and hold the Bank harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever

which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of (i) use of Mobile Banking Services and any and all transactions initiated by the use of the Mobile Banking Services, whether with or without the knowledge of the User, or whether the same have been initiated bona fide or otherwise which transactions, the User hereby acknowledges, the Bank has processed on the instructions of the User in accordance with these Terms and Conditions and other applicable terms and conditions, if any. This indemnity shall remain valid and subsisting and binding upon the User notwithstanding partial withdrawal of the Mobile Banking Services.

#### Non Transferability

The Mobile Banking Service that is made available to a User is not transferable under any circumstance and shall be used solely by the User.

#### Amendments

The Bank reserves the absolute discretionary right to revise these Terms and Conditions and/ or introduce additional terms and conditions at any time as it may deem fit without any prior notice to the User. Any such amendment shall be communicated to the User by posting/displaying it on the Bank Website or by advertisement or other means as the Bank thinks fit and the User shall be bound by such amended terms and conditions.

#### Termination of Mobile Banking Services

(a) The User may request for termination of the Mobile Banking Services anytime by giving a written notice of at least 15 (fifteen) working days to the Bank. The User will remain responsible for any transactions made on his/ her/ their/ its account through Mobile Banking Services prior to such termination.

(b) The Bank may, at its discretion, withdraw temporarily or terminate the Mobile Banking Services, either wholly or in part, at any time without giving prior notice to the User. The Bank may, without prior notice, suspend the Mobile Banking Services 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 Mobile Banking Services. The Bank may withdraw/ suspend/ terminate Mobile Banking Services at any time without giving notice or reasons including but not limited for reasons such as (i) if the Mobile Banking Services has not been accessed by User for a continuous period of 3 months, (ii) breach of these Terms and Conditions by the User and (iii) knowledge or information about the death, bankruptcy or legal incapacity of the User.

(c) The Mobile Banking Services shall be automatically terminated if the account of the User linked for the Mobile Banking Services is closed by the User or the Bank.

(d) Except as otherwise provided by the applicable law or regulation, the Bank reserves the right to terminate the Mobile Banking Services and/or expand, reduce or suspend the transactions allowed using Mobile Banking Services, change the process and transaction limits associated with the Mobile Banking Services based on security issues, at any time, without any prior notice to the User.

### Proprietary Rights

The User acknowledges that the software/s underlying the Mobile Banking as well as related software/s, which are required for accessing Mobile Banking Services is the property of the Bank or third party licensors. The permission given by the Bank to the Users to access Mobile Banking Services does not convey or confer any proprietary or ownership rights in the software/s used for providing Mobile Banking Services. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying the Mobile Banking Services or create any derivative product based on such software/s. Any breach on the part of the User will be dealt under appropriate law and User shall be liable for damages that may be incurred by the Bank and or the vendors.

### Notices

The Bank and the User may give notices under these Terms and Conditions electronically to the mailbox of either Party, in writing by delivering them by hand or by sending them by post to the last address given by the User and in the case of the Bank to the address mentioned herein below:

Name: Fincare Small Finance Bank Limited

5<sup>th</sup> Floor, Bren Mercury,

Kaikondanahalli, Sarjapur Main Road,

Bengaluru, Karnataka 560 102

In addition, the Bank may also publish notices of general nature from time to time, through any medium of communication as may be decided by the Bank including

publishing on the Bank Website. Such notices will have the same effect as a notice served individually to each User and or that of a notice published in a newspaper of print media.

### Governing Law and Jurisdiction

The Mobile Banking Services and these Terms and Conditions shall be governed by and construed in accordance with the laws of India. The Bank and the User submit to the exclusive jurisdiction of the Courts in Bengaluru. The Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the User hereby expressly consents to such jurisdiction. If any provision of these Terms and Conditions is deemed to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of these Terms and Conditions affect such provision in any other jurisdiction.

The Information Technology Act, 2000 recognizes authentication of an electronic record by affixing Users digital signature. However, the Bank at its discretion has adopted several methods, which are not recognized under the aforesaid Act, namely, Mobile Phone Number, MPIN, personal identification numbers (PIN), code numbers, telephone-PIN numbers, relationship numbers, passwords, account numbers and encryption to authenticate transactions through Mobile Banking. The User hereby consents and expressly agrees to the mode of authentication adopted by the Bank from time to time. The User further expressly agrees that all the transactions carried out by the User using any of the aforesaid authentication methods adopted by the Bank from time to time shall be valid, binding and enforceable against the User. The User shall be solely responsible to keep all the information related thereto including MPIN, confidential and the Bank shall in no way be liable for any loss/ damage whatsoever that may be incurred or alleged to be incurred by the User due to use of the aforesaid authentication methods and hereby expressly waives the right to raise any dispute in relation to the use of such authentication mode.