



# ಮಂಗಳೂರು ಕೋ-ಓಪರೇಟಿವ್ ಟೌನ್ ಬ್ಯಾಂಕ್ ಲ್., THE MANGALORE CO-OPERATIVE TOWN BANK LTD.,

## MOBILE BANKING TERMS AND CONDITIONS

This Mobile Banking Policy governs the use of The Mangalore Co-operative Town Bank's (In short MCT Bank) Mobile Banking offering.

Mangalore Town Bank- Mobile Banking allows customer to bank anytime anywhere through his mobile phone. Customer can access his banking information and make transactions on his accounts at absolutely no cost.

In this document all references to the user being referred in masculine gender shall be deemed to include the feminine gender.

### **Definitions:**

In this policy document, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings viz.

"Account(s)" shall mean any one or more accounts held and/or facilities provided to the Customer by MCT Bank including but not limited to savings accounts, current accounts, term deposits or such other accounts and/or facilities as may be determined by MCT Bank from time to time, for which the Facility is being offered or may be offered in future.

"Alert(s)" means the customized messages sent to the Mobile Phone Number as an SMS in response to the triggers set by the customer.

"Customer" shall mean a customer of MCT Bank or any person who has applied for any product/service of MCT Bank.

"Service" or "Facility" shall mean mobile banking facility (which provides the Customers, services such as information relating to Account(s), details about transactions and such other services as may be provided on the Mobile Phone Number by MCT Bank, from time to time.

"Registered Mobile Number" shall mean the number registered/provided by the Customer in writing (printed form provided by MCT Bank), for the purpose of availing the Facility.

"Website" refers to [www.mangaloretownbank.com](http://www.mangaloretownbank.com) or any other website as may be notified by MCT Bank.

"SMS" shall mean Short Messaging Service, which is the transmission of short text messages to and from SMS enabled devices including but not limited to mobile phones.

"Mobile Banking app" shall mean the mobile banking application which can be installed on the mobile phone handset to access information pertaining to the Account(s).

"CIF NUMBER" shall mean Customer Information File Number

Mobile Banking Service (MBS) of the Bank means service over the application

Other abbreviations used:

RBI -- Reserve Bank of India  
NEFT - National Electronic Funds Transfer RTGS - Real Time Gross Settlement  
MPIN – Mobile Banking Personal Identification Number  
TPIN- Transactional Personal Identification Number  
OTP - One Time Password

### **Mangalore Town Bank- Mobile Banking**

Mangalore Town Bank- Mobile Banking offering that gives customers complete control over their accounts and lets them bank from the comfort of their home, office or even if they are on the move, 24 hours a day and 7 days a week. This facility is absolutely free for all eligible MCT Bank account holders.

With Mangalore Town Bank Mobile Banking, customers can avail of a wide range of banking services that literally puts the bank at their fingertips.

It gives customers instant access to their:

- A) Savings Accounts
- B) Current Accounts
- C) Overdraft Accounts
- D) Loan Accounts.
- E) Fixed Deposit
- F) Recurring Deposits

Customers can:

1. Check their account balance
2. Get mini statement (last 10 transactions)
3. Download the Statement
4. Transfer funds within own MCT Bank accounts, to other MCT Bank accounts, non- MCT Bank accounts using NEFT, RTGS
5. Request for cheque book
6. Beneficiary Management
7. Multiple Account Management
8. Request for account statement
9. Statement Request
10. Change their MPIN, TPIN
11. Standing Instructions

ESTD. 1918

## **Mobile Banking Policy:**

Disclaimer: Please note that the resources contained in this policy, the terms and conditions and descriptions that appear herein are subject to change without any notice.

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

No Customer is entitled to use the MANGALORE TOWN BANK-MOBILE BANKING SERVICES without understanding and agreeing to the Terms and Conditions for Mobile Banking Service. By using the MCT BANK MOBILE BANKING SERVICES, the Customers thereby agree and consent to these Terms and Conditions, which form the contract between the Customer and Bank. MANGALORE TOWN BANK-MOBILE BANKING SERVICES shall be governed by such terms and conditions as amended by the Bank from time to time. These terms and conditions shall be in addition to and not in derogation of other terms and conditions relating to any Account of the Customer and/or the respective product or the service provided by the Bank unless otherwise specifically stated.

### **General Business Rules Governing Mobile Banking Service**

The following Business rules will apply to the MANGALORE TOWN BANK-MOBILE BANKING SERVICES

- ✓ The Facility will be available to Customers having a Savings/ Current /Overdraft/Cash Credit account with the Bank.
- ✓ The daily upper ceiling under the Facility, per Customer shall be Rs.3,00,000/- for aggregate of fund transfer.
- ✓ Any change in the business rules of any of the processes will be notified on Bank's website which will be construed as sufficient notice to the Customer.
- ✓ In the case of a joint account where mode of operation is "Either or Survivor" any of the joint account holders can use the Facility. The transactions in such accounts shall be binding on all the joint account holders, jointly and severally. The Customers are bound to advise the Bank separately, of any change in the mode of operation in an Account and get it effected for necessary modifications to the Application.. Accounts where mode of operation is "joint" as also accounts in the name of minor or where minor is a joint account holder are not eligible for MANGALORE TOWN BANK-MOBILE BANKING SERVICES.
- ✓ The Bank reserves the right to reject a Customer's request for MANGALORE TOWN BANK-MOBILE BANKING SERVICES without assigning any reasons
- ✓ The Customer can request for termination of MANGALORE TOWN BANK-MOBILE BANKING SERVICES by giving a written notice or any other mode as specified by the bank through its website.
- ✓ The services offered under the Facility will be automatically terminated if the primary account linked for the Mobile Banking Services is closed. The Bank may also terminate or suspend the services under the Facility without prior notice if the Customer has violated the terms and conditions laid down by the Bank or on the death of the Customer when brought to the notice of the Bank.

### **Usage of Facility:**

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

- ✓ Agrees to use the MANGALORE TOWN BANK-MOBILE BANKING SERVICES for financial and non-financial transactions offered by the Bank from time to time.

- ✓ Also irrevocably authorizes the Bank to debit the Accounts which have been enabled for MANGALORE TOWN BANK-MOBILE BANKING SERVICES for all transactions/services undertaken by using MPIN & TPIN.
- ✓ Authorises the Bank to Link the account number, Customer ID and Mobile Phone Number for the smooth operation of MANGALORE TOWN BANK-MOBILE BANKING SERVICES offered by Bank and to preserve the mapping road 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.
- ✓ Agrees that he/ she is aware and accepts that MCT MANGALORE TOWN BANK-MOBILE BANKING SERVICES offered by the Bank will enable him/her to transact using MPIN & TPIN within the limit prescribed by the Bank and will be deemed as bonafide transaction.
- ✓ Agrees that the transactions originated using the mobile phones are non-retractable as these are instantaneous/real time.
- ✓ 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.
- ✓ Agrees to use the facility on a mobile phone properly and validly registered in his/her name only with the Mobile Service Provider and undertakes to use the Facility only through Mobile Phone Number which has been used to register for the Facility.
- ✓ Agrees that while the Information Technology Act , 2000 prescribes that a subscriber may authenticate an electronic record by affixing his digital signature which has been given legal recognition under the Act, the Bank is authenticating the Customer by using Registered Mobile Number, MPIN, TPIN or any other method decided at the discretion of the Bank which may not be recognized under the IT Act, 2000 for authentication of electronic records and this is acceptable and binding to the Customer and hence the Customer is solely responsible for maintenance of the secrecy and confidentiality of the MPIN, TPIN without any liability to the Bank.

**Others**

- ✓ The Customer shall be required to acquaint himself/herself with the process for using the Facility and that he/she shall be responsible for any error made while using the Facility.
- ✓ The Bank reserves the right to decide what services may be offered. Additions/ deletions to the services offered under the facility are at its sole discretion.
- ✓ The instructions of the Customer shall be effected only after authentication under his/her CIF Number and MPIN , TPIN or through any other mode of verification as may be stipulated at the discretion of the Bank.
- ✓ While it shall be the endeavour 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. The Customer expressly authorizes the Bank to access his/her account information required for offering the services under the Facility and also to share the information regarding his/ her accounts with the service provider/ third party as may be required to provide the services under the Facility.
- ✓ The transactional details will be recorded by the Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions.
- ✓ The Customer hereby authorizes the Bank or its agents to send promotional messages including the products of the Bank, greetings or any other messages the Bank may consider from time to time.
- ✓ The Customer understands that the Bank may send rejection or cannot process the request messages

for the service request(s) sent by the Customer which could not be executed for any reason.

- ✓ The Bank shall make all reasonable efforts to ensure that the Customer information is kept confidential but shall not be responsible for any inadvertent divulgence or leakage of confidential Customer information for reasons beyond its control or by action of any third party.
- ✓ The Customer expressly authorizes the Bank to carry out all requests/ transactions purporting to have been received from his/ her mobile phone and authenticated with his/ her MPIN & TPIN. In the case of payment facilities like fund transfer the customer shall be deemed to have expressly authorised the Bank to make the payment when a request is received from him/ her.
- ✓ It is the responsibility of the Customer to advise the Bank of any change in his mobile number or loss/ theft of mobile phone by adopting the procedure laid down by the Bank for the purpose.
- ✓ The Telecom Service provider of the customer may levy charges for each SMS/ dial/GPRS and the Bank is not liable for any dispute that may arise between such telecom service provider and the Customer.

**Fee structure for the Facility:**

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. Display of such charges on Bank's websites would serve as sufficient notice and the same is binding on the customer.

**Accuracy of Information:**

- ✓ It is the responsibility of the Customer to provide correct information to the Bank through the use of the Facility or any other method. In case of any discrepancy in this information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavour to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.
- ✓ The Customer understands that the Bank will try, to the best of its ability and effort, to provide accurate information and shall not hold the Bank responsible for any errors or omissions that may occur due to reasons beyond the control of the Bank.
- ✓ 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 and shall not have any claim against the Bank in an event of any loss/ damage suffered as a consequence of an information provided by the Bank found to be not correct.

**Responsibilities and obligations of the Customer**

- ✓ 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 and MPIN,TPIN regardless of whether such transactions are in fact entered into or authorized by him/ her. The Customer will be responsible for the loss/damage, if any suffered in respect of all such transactions.
- ✓ The Customer shall take all possible steps to ensure that the Application and his/her mobile phone are not shared with anyone and shall take immediate action to de-register from MANGALORE TOWN BANK-MOBILE BANKING SERVICES as per procedure laid down in case of misuse/ theft/loss of the mobile phone or SIM card.

- ✓ The Customer will use the services offered under the Facility using the MPIN and TPIN in accordance with the procedure as laid down by the Bank from time to time, including the terms and conditions contained herein.
- ✓ The Customer shall keep the MPIN and TPIN confidential and will not disclose these to any other person or will not record them in a way that would compromise the confidentiality of the same or the security of the service.
- ✓ It will be the responsibility of the Customer to notify the Bank immediately if he/ she suspect the misuse of the MPIN. He\She will also immediately initiate the necessary steps to change his MPIN and TPIN.
- ✓ If the mobile phone or SIM is lost, the user must immediately take action to de-register from MANGALORE TOWN BANK-MOBILE BANKING SERVICES at any branches of the primary account enabled for MANGALORE TOWN BANK-MOBILE BANKING SERVICES.
- ✓ The Customer accepts that any valid transaction originating from the registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by the TPIN is duly and legally authorized by the Customer.
- ✓ The Customer shall keep himself/herself updated with regard to any information/ modification relating to the services offered under the Facility which would be publicized on the Bank's websites 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 the responsibility of the Customer to notify the Bank, about any change in mode of operation, through a separate communication, making a specific reference to the MANGALORE TOWN BANK-MOBILE BANKING SERVICES availed. It is also the responsibility of the Customer to notify the Bank, any other change in the operation of the account which will otherwise make the account ineligible for the MANGALORE TOWN BANK-MOBILE BANKING SERVICES. 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.

**Disclaimer**

- ✓ The Bank, when acting in good faith, shall be absolved of any liability in case: The Bank is unable to receive or execute any of the requests from the Customer or there is loss of information during processing or transmission or any unauthorized access by any other person or breach of confidentiality or due to reasons beyond the control of the Bank. There is any kind of loss, direct or indirect, incurred by the Customer or any other person due to any failure or lapse in the Facility which are beyond the control of the Bank. There is any failure or delay in transmitting of information or there is any error or inaccuracy of information or any other consequence arising from any cause beyond the control of the Bank which may include technology failure, mechanical breakdown, power disruption, etc There is any lapse or failure on the part of the service providers or any third party affecting the said Facility and that the Bank makes no warranty as to the quality of the service provided by any such provider.
- ✓ The Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit,

business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising 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 Customer 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 Customer, 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 Facility.

The Bank will not be responsible if the Application is not compatible with/ does not work on the mobile handset of the Customer.

#### **Indemnity:**

In consideration of the Bank providing the Facility, the Customer agrees to indemnify and hold the Bank harmless against all actions, claims, demands proceedings, loss, damages, costs, charges and expenses which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of or in connection with any services provided to the Customer pursuant hereto. The Customer shall indemnify the Bank for unauthorized access by any third party to any information/instructions/triggers given by the Customer or breach of confidentiality.

#### **Governing Law & Jurisdictions**

- ✓ The Facility and the terms and conditions of the same are governed by the applicable laws in India.
- ✓ Any dispute or claim pertain to the Facility and /or the terms and conditions herein are subject to the exclusive jurisdictions of competent courts/tribunals/forums in Mangaluru and the Customer agrees to such exclusive jurisdictions in Mangaluru.

#### **MISCELLANEOUS:**

MCT Bank reserves the right to revise the policies, features and benefits offered through the Facility from time to time and may notify the Customer of any such revisions/changes in any manner as deemed appropriate. The customer will be bound by such revisions/changes unless the customer terminates the Facility.

The Customer shall comply with all such terms and conditions as MCT Bank may prescribe from time to time for facilities/services availed of by the Customer. All such transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, Bank's Customer Care Centre, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of MCT Bank, for and in respect of such facilities/ services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the policy prescribed by MCT Bank for such facilities/ services, as may be prescribed from time to time.

#### **Risk Management, Privacy and Security by MCT Bank:**

In the course of using Mobile Banking application or availing the products and services vide the online application forms, MCT Bank may become privy to the personal information of its customers, including information that is confidential in nature.

MCT Bank is strongly committed to protecting the privacy of its customers and has taken all necessary and reasonable measures to protect the confidentiality of the customer information and its transmission through the Mobile Banking application and it shall not be held liable for disclosure of the confidential information when in accordance with the Privacy Commitment or in terms of the agreement, if any, with the customer.

MCT Bank endeavours to safeguard and ensure the security of information provided by the customer. MCT Bank employs a range of security to ensure that the information exchanged between the customer's mobile and the mobile banking servers over the Internet is secure and cannot be accessed by any third party.

#### **How Customers Can Protect Their Privacy:**

1. The Customer would be required to cooperate with MCT Bank in order to ensure the security of the information, and it is recommended that the Customers necessarily choose their 4 digit numeric MPIN & TPINs carefully such that no unauthorized access is made by a third party.
2. The Customers should ensure not to disclose their MPIN & TPIN to anyone or keep any written or other record of the MPIN & TPIN such that a third party could access it.
3. Do not share your account information, MPIN & TPIN or similar sensitive data with others.
4. Never provide confidential information to unknown callers.
5. When conducting business over the mobile browser, always use a secure browser and exit online applications as soon as you finish using them.
6. Protect your account records.
7. Avoid writing down MPIN, TPINs/passwords.
8. Avoid the use of birthdays, anniversaries or similar details which can be easily guessed as MPIN & TPINs.
9. Make sure that your mobile is protected with anti-virus and you have latest anti-virus software.
10. Properly dispose of old mobiles that are not needed by hard reset and erasing all data.
11. All users should logout after every login session; however, online sessions will automatically be terminated after 5 minutes of inactivity. This to protect you in case you accidentally leave your mobile banking session unattended after you login.
12. Enable a device lock password on the mobile to prevent unauthorized access to personal and confidential information in contacts, messages and other media files.
13. Avoid clicking on links which are sent via E-mails. Type URL (Universal Resource Locator) of all such links directly on the mobile browser. Avoid sending or furnishing personal and financial information on email. Also prior to providing any information (financial or personal) on a website, verify the bonafides of the website, its address and of the owners / operators of such websites. Make sure that the URL that appears in the "address" or "location" box on your browser window is the one you wish to access.
14. If you are a victim of fraud or identity theft, please contact the branch immediately so that the bank may place the necessary restrictions on your account(s) to put holds on your accounts.



15. Neither bank nor its service providers will contact you via telephone or email or any other means requesting personal information, your customer ID or your MPIN & TPIN . If you are contacted by anyone requesting this information, please do not share it and contact us immediately.

MCT Bank undertakes not to disclose the information provided by the customer to any person, unless such action is necessary to:

- Conform to legal requirements or comply with legal process
- Protect and defend MCT Bank's rights, interests or property
- Enforce the terms and conditions of the products or services including MANGALORE TOWN BANK-MOBILE BANKING SERVICES or act to protect the interests of MCT Bank or its members, constituents or of others

The customer shall not disclose to any other person, in any manner whatsoever, any information relating to MCT Bank of a confidential nature obtained in the course of availing the services through the website. Failure to comply with this obligation shall be deemed a serious breach of the terms herein and shall entitle MCT Bank to terminate the services without prejudice to any damages, which the customer is liable to pay MCT Bank.

MCT Bank will limit the collection and use of customer information only on a need-to- know basis, to deliver better service to the customer. MCT Bank may use and share the information provided by the customer with third party for providing services and any service related activities such as collecting subscription fees for such services and notifying and contacting customers regarding any problem with or the expiration of such services. In this regard it may be necessary to disclose the customer information to one or more agents and contractors of MCT Bank and their sub-contractors.

The customer authorizes MCT Bank to exchange, share, part with all information related to the details and transaction history of the customer with banks/ financial institutions/ credit bureaus/ agencies/ participating in any telecommunication or electronic clearing network as may be required by law, customary practice, credit reporting, statistical analysis and credit scoring verification or risk management and shall not hold MCT Bank liable for use or disclosure of this information.

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