

## **TERMS AND CONDITIONS CSB MOBILE BANKING**

**Definitions:** In this document the following words and phrases have the meaning set against them unless the context indicates otherwise:

**'Account'** shall mean Savings and / or Current Account and / or Fixed Deposit and / or Cash Credit Account and / or Depository Account and / or any other type of account so designated by the Bank to be covered under the Catholic Syrian Bank Mobile Banking facility.

**'Customer or user'** shall mean the holder of a Bank account in Catholic Syrian Bank who has been authorized by the bank to avail Mobile Banking Services.

**'MPIN'** shall mean the Personal Identification number (password) for using the Mobile Banking Services.

**'MBS'** shall mean Mobile Banking Services for the sake of brevity.

**'Facility'** shall mean Mobile banking facility offering the following facilities to the user - Fund Transfer between accounts Balance enquiry, statement of account, and request for issue of cheque book, view personal account information and other facilities as the Bank may decide to provide from time to time.

**'Bank'** refers to The Catholic Syrian Bank Limited, a banking company incorporated in India and having its Registered Office at 'CSB Bhavan', P.B. No. 502, St. Mary's College Road, Thrissur - 680 020, Kerala, India, including any branch / office thereof. The term includes the successors and assigns of The Catholic Syrian Bank Limited.

**'Mobile Phone number'** shall mean the Mobile number that has been used by the customer to register for the Facility.

**'Application'** shall mean the Bank's Mobile Banking application which will be downloaded onto the mobile phone of the Customer.

**'Terms'** shall mean the terms and conditions for use of The Catholic Syrian Bank Mobile Banking as detailed in this document.

**Applicability of terms and conditions:**By using the MBS, the Customer thereby agrees to these Terms and Conditions, which form the contract between the Customer and Bank. MBS of the Bank 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.

By availing MBS, the customer thereby

- i. Confirms and undertakes having read and understood the Terms and Conditions for the usage and Charges applicable (if any) for the Mobile Banking Service
- ii. Agrees on his/her own behalf, or as the mandate holder on behalf of the joint account holders, and will adhere to all the terms /conditions of opening/ applying/ availing/ maintaining/ operating (as applicable) for usage of the Mobile Banking service of The Catholic Syrian Bank Limited as may be in force from time to time.
- iii. Further authorizes The Catholic Syrian Bank Limited to debit his/her Account(s) towards any Charges for Mobile Banking Service.

- iv. Accepts that all the particulars and information given in this application form (and all documents referred or provided therewith) are true, correct, complete and up-to-date in all respects and neither the user nor the other joint account holders have withheld any information.
- v. Agrees and undertakes to provide any further information that The Catholic Syrian Bank Limited may require from time to time.
- vi. Authorizes The Catholic Syrian Bank Limited to make references and enquiries, which the bank considers necessary in respect of or in relation to information in this application/ further applications.
- vii. Agrees and authorizes The Catholic Syrian Bank Limited to exchange, share or part with all the information, data or documents relating to his/her application to other Banks/ Financial Institutions/ Credit Bureaus/Agencies/ Statutory Bodies/ such other persons as The Catholic Syrian Bank Limited may deem necessary or appropriate as may be required for use or processing of the said information/data by such person/s or furnishing of the processed information/data/ products thereof to other Banks/Financial Institutions/credit providers/users registered with such persons and shall not hold The Catholic Syrian Bank Limited liable for use of this information

**Usage of Facility:** By accepting the terms and conditions on the mobile phone while registering for the facility, the customer:

- i. Agrees to use the MBS for financial and non-financial transactions offered by the Bank from time to time.
- ii. Irrevocably authorizes the Bank to debit the Bank Accounts which have been enabled for MBS for all transactions/services undertaken using MPIN.
- iii. Authorizes the Bank to map the account number, mobile phone number for the smooth operation of MBS 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.
- iv. Agrees that he/ she is aware and accepts that MBS offered by the Bank will enable him/her to transact using MPIN within the limit prescribed by the Bank and will be deemed as Bonafide transaction.
- v. Agrees that the transactions originated using the mobile phones are non retractable as these are instantaneous/real time.
- vi. 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.
- vii. 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 number which has been used to register for the Facility.
- viii. Agrees that The Catholic Syrian Bank limited reserves the right to retain the application forms, and the documents provided therewith, including photographs, and will not return the same to the user.
- ix. 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 Mobile Number, MPIN 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 without any liability to the Bank.

**Application for The Catholic Syrian Bank Mobile Banking:** The Bank may extend The Catholic Syrian Bank Mobile Banking facility to eligible customers at its discretion. The User needs to have access to any Mobile service and 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 registration form for The Catholic Syrian Bank Mobile Banking may be filled and submitted at any of the Bank's branches. Upon receipt of request in the Bank's prescribed form and subject to the satisfaction of the eligibility criteria notified by the Bank, from time to time, access shall be provided by the Bank at its discretion.

The User shall not attempt or permit others to attempt accessing the account information stored in the Bank's computers through any means other than The Catholic Syrian Bank Mobile Banking.

**Instructions:** All instructions for operating The Catholic Syrian Bank Mobile Banking facility shall be given to the User in the manner indicated by the Bank. The User is also responsible for the accuracy and authenticity of the instructions so provided to the Bank and the same shall be considered to be sufficient to operate The Catholic Syrian Bank Mobile Banking facility. The Bank shall not be required to independently verify the instructions and the instruction once given is effective unless countermanded by further instructions, within a short span of time. The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instructions.

**Eligibility:**

<b>Account Type</b>	<b>Mode of Operation</b>	<b>Eligibility</b>
Savings account	Single	Yes
Savings account - Joint	E or S, F or S	Yes (Mandate holder is likely to receive the MBS credentials)
Savings account – Joint	Jointly	No
Current account	Single	Yes
Current account – Partnership, LLP	Any one partner	Yes (Mandate holder is likely to receive the MBS credentials)
Current account – Corporate, partnership, LLP	All jointly	No
NRE/NRO account		No
Minor accounts	Single or Joint	No

**Mandate Holder:** If required, on receipt of specific request by the User/s, access to their account through the CSB Mobile Banking facility may be permitted to a person other than the authorized signatory/s as per their mandate.

The User/s accepts and agrees to the following:-

I/We agree & undertake that all acts, deeds including execution of necessary documents /undertakings on my/our behalf in connection with the CSB Mobile Banking & Mobile Banking Services, etc, done or omitted to be done by the Mandate Holder, who has been duly authorized by me/us, shall be binding on me/us & shall not question the same.

I/We hereby state that should we wish to revoke the above authorization, I/We shall issue a letter for revocation to the concerned branch of the Catholic Syrian Bank in this regard under due acknowledgement. I/We hereby agree that until fifteen days after receipt of such revocation letter, the authorization as aforesaid shall hold good.

**Joint / Corporate Accounts:** The User desirous of availing The Catholic Syrian Bank Mobile Banking should either be the account holder and sole signatory or authorized to act independently in case of a joint / corporate account. The other joint account holders / authorized persons shall expressly agree with the condition.

All transactions arising from the use of The Catholic Syrian Bank Mobile Banking in the joint / corporate accounts shall be binding on all the joint account holders / authorized persons by way of a mandate, 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 / authorized person in such an event.

**Accounts in the names of minors:** CSB Mobile banking services is not available for accounts in which a Minor is the individual holder or one of the joint holder(s).

**Non-resident accounts:** CSB Mobile banking services is not available for any kind of non-resident accounts.

**Security:** The Bank shall take all reasonable care to ensure the security of and prevent unauthorized access to The Catholic Syrian Bank Mobile Banking service using technology reasonably available to the Bank.

**User credentials – User ID, Password & MPIN:**The User(s) accepts and unconditionally agrees to the following:

- i. Upon approval of the account holder's application, the customer / authorized persons will be allotted a Login ID and Password (Net banking users can login using their Net banking credentials) to access The Catholic Syrian Bank Mobile Banking facility.
- ii. The account holder is aware that the CSB does not seek any information relating to the password in any form.

- iii. If the pin mailer reaches the customer / authorized person in a tampered / damaged condition, the Bank will be forthwith contacted.
- iv. In case passwords or any communications sent from the Bank in the communication address given in the application, which may be different from the customers address already registered with the Bank, fails to be received thereby and results in any loss, by misuse of the same, the Bank shall not be liable or responsible for the same.
- v. On accessing The Catholic Syrian Bank Mobile Banking for the first time, the User shall create MPIN through the relevant option.
- vi. The User is at liberty to change the Password & MPIN as many number of times as possible at his risk and consequences.
- vii. The User will be solely responsible for maintaining secrecy of the Password/MPIN, so changed, and the Bank in no way shall be responsible for the misuse of the said Password/MPIN by any person other than the authorized user. The Bank does not assume any responsibility in this behalf including against loss incurred by the user as a result of misuse / unauthorized use of User ID / Password.
- viii. In case the User forgets the Password, a new Password may be obtained from the Bank against a written request. Such replacements shall not be construed / deemed as the commencement of new contract. In such an event the Bank shall provide the new Password within a reasonable period. However, till such time no transactions could be effected.

**Liabilities of the customer:** The User alone shall be liable for any loss from unauthorized transactions in The Catholic Syrian Bank Mobile Banking accounts if he has breached the terms or contributed or caused the loss by negligent actions such as the following:

- i. Keeping a written or electronic record of login credentials – USERID, password & MPIN
- ii. Disclosing or failing to take all reasonable steps to prevent disclosure of The Catholic Syrian Bank Mobile Banking Password to anyone including any minor, Bank staff and/or failing to advise the Bank of such disclosure within reasonable time.
- iii. Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in The Catholic Syrian Bank Mobile Banking accounts.

**Responsibilities and obligations of the customer:**

- i. The customer shall download the mobile banking application through the link provided in the bank's corporate website or net banking or any other secured source informed by the bank from time to time. Bank may not be held liable for download of other malware(s) available online
- ii. The customer will be responsible for all transactions, including fraudulent/erroneous transactions made through the use of his/ her mobile phone, SIM card and MPIN,

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.

- iii. The Customer shall take all steps possible to ensure that his/her mobile phone is not shared with anyone and shall take immediate action to de-register from MBS as per procedure laid down in case of misuse/ theft/loss of the mobile phone or SIM card.
- iv. The Customer will use the services offered under Facility using the MPIN in accordance with the procedure as laid down by the Bank from time to time.
- v. The Customer shall keep the MPIN confidential and will not disclose these to any other person or will not record them in a way that would compromise the security of the services.
- vi. It will be the responsibility of the Customer to notify the Bank immediately if he/ she suspect the misuse of the MPIN. He will also immediately initiate the necessary steps to change his MPIN.
- vii. If the mobile phone or SIM is lost, the user must immediately take action to de -register from MBS at Home branch of the primary account enabled for MBS. Failing to inform the bank about the loss or theft or mishap and any financial loss arising out of such instance will have to be borne by the customer only.
- viii. The Customer accepts that any valid transaction originating from the mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by the MPIN is duly and legally authorized by the Customer.
- ix. 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 websites and at the branches and would be responsible for the same.
- x. The Customer shall be liable for all loss on 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 unauthorized access in the account.
- xi. 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.

**Charges:** The Bank reserves the right to charge and recover from the User, charges, if any, fixed for providing any service under The Catholic Syrian Bank Mobile Banking facility. The User hereby authorizes the Bank to recover the service charges by debiting one of the accounts of the User or by sending a bill to the User who will be liable to make the payment within a specified period. Failure to do so shall result in recovery of the service charges by the Bank in a manner

deemed fit along with interest, if any, and / or withdrawal of The Catholic Syrian Bank Mobile Banking facility without any liability to the Bank.

**Mailing Address:** All correspondence / delivery by the Bank of any instructions or their communication shall only be made at the communication postal address mentioned in the application and / or e-mail address as registered with the Bank. The Bank shall in no way be held responsible for any non-receipt of the same.

**Cheque Book Issue:** (As and when introduced by the Bank)

A customer can request for issue of a cheque book which is to be collected from the respective branch.

**Transaction Processing:** All the requests for instantaneous financial transactions will be given Effect instantaneously. The User 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.

**Issue of Demand Drafts:** (As and when introduced by the Bank)

Demand Draft will be issued on the locations where the Bank either has a branch or has an arrangement with its correspondent bank at that location.

**Funds Transfer:** The User shall not use or attempt to use The Catholic Syrian Bank Mobile Banking for funds transfer without sufficient funds in the relative 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 The Catholic Syrian Bank Mobile Banking provided there are sufficient funds available in the User's account.

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.

**Bill Payments:** (As and when introduced by the Bank):

The User shall maintain sufficient funds for payment of bills on the scheduled date. The Bank shall not be liable for non-payment due to insufficient balance or circumstances beyond the reasonable control of the Bank, including technical problems of connectivity, computer breakdown, non-availability of communication links, etc.

The Bank shall in no way be responsible for the non-payment of the User's bills within the time stipulated and the User alone shall be bound to pay or discharge interest, penalty or any such charges. Further, the Bank shall not be called upon to indemnify the User.

All disputes such as excess billing, disconnection of service or facility, wrong credit or debit by the Bank, shall be resolved by the User only, and the Bank shall in no way be responsible for the same.

**IMPS (Inter-Bank Mobile Payment services):** IMPS is a unique facility designed by NPCI to send/receive money at any time of the day. CSB offers this facility where fund transfer is done based on a unique 7 digit MMID. Availing our MBS upon acceptance of terms and conditions implies customer's approval for the issue of MMID also.

Customer without Net banking facility also understands that he/she cannot add any new beneficiary and can perform financial transactions based on IMPS only.

**SMS & USSD banking:** When the customer uses SMS or USSD banking facility, confidential details like MPIN will be available in the SMS sent to the bank for availing any facility. Users should delete the SMS/USSD banking based details once the transaction is completed as a part of safety measure.

**Authority to the Bank:** The Catholic Syrian Bank Mobile Banking transactions in the User's Account(s) are permitted only after authentication of the User ID and MPIN of the User. The User (along with the joint account holder, if any,) grants express authority to the Bank for carrying out the banking transactions performed by him through The Catholic Syrian Bank Mobile Banking.

The Bank shall have no obligation to verify the authenticity of any transaction received from the User through The Catholic Syrian Bank Mobile Banking or purporting to have been sent by the User via The Catholic Syrian Bank Mobile Banking other than by means of verification of the User-ID and MPIN.

Illegal or improper use of The Catholic Syrian Bank Mobile Banking facility shall render the User liable for payment of financial charges as decided by the Bank or will result in the suspension of the operations.

The display or printed output that is produced by the User at the time of operation of The Catholic Syrian Bank Mobile Banking is a record of the operation of the Mobile and shall not be construed as the Bank's record of relative transactions.

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 / its account by the User or from the date of sending the periodical statement to the User, whichever is earlier.

**Accuracy of Information:** The User is responsible for the correctness of information supplied to the Bank through the use of The Catholic Syrian Bank Mobile Banking or through any other means such as electronic mail or written communication.

CSB Mobile banking application is accessible through your registered mobile device only. Different mobile device with same registered mobile number cannot be used to access the application. Any change in mobile device should also be informed to the bank apart from change in mobile number for hassle free operation.



The Bank accepts no liability for the consequence 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.

All outputs of 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.

The User shall hold the Bank harmless against any loss, damages, etc. that may be incurred / suffered by the User if the information contained in the above said outputs turns out to be inaccurate / incorrect.

**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 arising out of providing The Catholic Syrian Bank Mobile Banking facility or by reason of the Bank in good faith taking or refusing to take or omitting to take action on any instruction given by the User.

**Disclosure of Personal Information:** The User agrees that the Bank or its contractors may hold and process his Personal Information on computer or otherwise in connection with The Catholic Syrian Bank Mobile Banking services as well as for statistical analysis and credit scoring.

The User also agrees that the Bank may disclose, in strict confidence, to other institutions, such personal information as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

- i. For participation in any telecommunication or electronic clearing network.
- ii. In compliance with a legal directive.
- iii. For credit rating by recognized credit rating / scoring agencies.
- iv. For fraud prevention purposes.

**Bank's Lien:** The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the User's accounts whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of The Catholic Syrian Bank Mobile Banking service extended to and/or used by the User.

**Proprietary Rights:** The User acknowledges that the software underlying The Catholic Syrian Bank Mobile Banking service and Mobile related software which are required for accessing The Catholic Syrian Bank Mobile Banking are the legal property of the respective vendors.

The permission given by the Bank to access The Catholic Syrian Bank Mobile Banking will not convey or confer any proprietary or ownership rights in the above software. The User shall in no way try to alter / tamper or experiment with the said programme. Any breach on the part of the User will be dealt under the appropriate law and User shall be liable for damages that may be incurred by the Bank.

The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying The Catholic Syrian Bank Mobile Banking or create any derivative product based on the software.

**Others:**

- i. 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.
- ii. 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.
- iii. The instructions of the Customer shall be effected only after authentication under his/her MPIN or through any other mode of verification as may be stipulated at the discretion of the Bank.
- iv. While it shall be the endeavor of the Bank to carry out the instructions received from the Customers promptly, it shall not be responsible for the delay/ failure in carrying out the instructions due to any reasons whatsoever including failure of operational system or due to any requirement of law. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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. In the case of payment facilities like fund transfer, mobile top up, bill payment, etc, the customer shall be deemed to have expressly authorised the Bank to make the payment when a request is received from him/ her.
- x. 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.
- xi. 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.

**Change of Terms and conditions:** The Bank has the absolute discretion to amend or supplement any of the terms at any time and will endeavor to give prior notice of fifteen days for such changes wherever feasible except for changes to interest rates and / or other variations that are subject to market changes.

The Bank may introduce new services within The Catholic Syrian Bank Mobile Banking from time to time. The existence and availability of the new functions will be notified to the User as and when they become available.

The changed terms and conditions applicable to The Catholic Syrian Bank Mobile Banking services shall be available on the Bank site. By using these new services, the User agrees to be bound by the terms and conditions applicable.

**Non-Transferability:** The grant of facility of The Catholic Syrian Bank Mobile Banking to a User is not transferable under any circumstance and shall be used only by the User.

**Notices:** The Bank and the User may give notices under these Terms and Conditions:

Electronically to the mailbox of the party/ies. Such notices will be regarded as being in writing.

In writing by delivering them by hand or by sending them by post to the last communication address given by the User and in the case of the Bank to the address of the Branch which had extended the MBS facility to the user.

In addition, the Bank may also publish notices of general nature, which are applicable to all Users of The Catholic Syrian Bank Mobile Banking on its web site. 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:** The terms and conditions and/or the operations in the accounts of the User maintained by the Bank and/or the use of the services provided through The Catholic Syrian Bank Mobile Banking shall be governed by the appropriate laws of the Republic of India and no other nation.

The User and the Bank agree to submit to the exclusive jurisdiction of the Courts which has jurisdiction over the Branch location, as regards any claims or matter arising under these terms and conditions.

Any dispute or difference arising between the User and the Bank shall be settled by mutual consultation / discussion failing which; the same shall be referred to Arbitration. The Arbitration proceedings shall be governed and conducted in accordance with the Indian Arbitration and

Conciliation Act, 1998 and that the Arbitration proceedings shall take place in the Branch location.

The Bank accepts no liability whatsoever, direct or indirect, for non-compliance or breach of the laws of any country other than the Republic of India. The mere fact that the Catholic Syrian Bank Mobile Banking service can be accessed through Mobile by a User in a country other than India shall not be interpreted to imply that the laws of the said country shall govern these terms and conditions and/or the operations in The Catholic Syrian Bank Mobile Banking accounts of the User and/or the use of The Catholic Syrian Bank Mobile Banking.

The User of The Catholic Syrian Bank Mobile Banking facility by a person from any place other than India will not alter the situation and the said User shall be deemed to have submitted himself to the laws of the Republic of India (If only the service provider allows access to Mobile banking services in an overseas network)

The user will be able to access mobile banking services in all the areas where the telecom providers' network coverage is available. While using the app abroad, users should be aware that he/she is solely responsible for complying with laws existing in the country. Service provider may also deduct higher charges in an overseas network than the usual tariff. Users are advised to check the rates before using the facility.

**Termination of The Catholic Syrian Bank Mobile Banking facility:**The User may request for termination of The Catholic Syrian Bank Mobile Banking facility anytime by giving a written notice of at least 15 days to the Bank. The User will remain responsible for any transactions made on his Catholic Syrian Bank Mobile Banking account(s) through The Catholic Syrian Bank Mobile Banking prior to the time of such cancellation of The Catholic Syrian Bank Mobile Banking facility.

The Bank may withdraw The Catholic Syrian Bank Mobile Banking facility anytime provided the User is given reasonable notice under the circumstances.

The closure of all his Catholic Syrian Bank Mobile Banking accounts by the User will automatically terminate the facility.

The Bank may suspend or terminate The Catholic Syrian Bank Mobile Banking facilities without prior notice if the User has committed breach of these terms and conditions or the Bank learns of the death, bankruptcy or legal incapacity of the User.

**General:** The clause headings in this agreement are only for convenience and do not effect the meaning of the relative clause. The User shall not assign this agreement to anybody else. The Bank may subcontract and employ agents to carry out any of its obligations under this contract.

**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 Bank's mobile banking application is not compatible with/ does not work on the mobile handset of the Customer.**