

Terms and Conditions for Jodhpur CCB Mobile Banking Service

These terms and conditions (“Mobile Banking – Terms”) set out the rights and obligations of you, the customer, and us, the Bank, in connection with your use of the Mobile Banking Service. All the terms and conditions of these Mobile Banking terms are legally binding, so please read them carefully before you accept and agree to the said terms and conditions.

1. Definitions: The following words and expressions shall have the corresponding meanings wherever appropriate.

- 1.1 **‘Account’**, shall mean an account with the bank in which a request for availing the Mobile Banking Service has been registered or re-registered with the bank.
- 1.2 **‘Customer’** means the holder of an Account in Jodhpur CCB.
- 1.3 **‘MPIN’** shall mean the Personal Identification Number (password) for the Mobile Banking Service.
- 1.4 **‘NUUP’** National Unified USSD Platform.
- 1.5 **‘USSD’** shall mean Unstructured Supplementary Service Data.
- 1.6 **‘Bank’** shall mean The Jodhpur Central Cooperative Bank Ltd.
- 1.7 **‘JCCB’** shall mean The Jodhpur Central Cooperative Bank Ltd.
- 1.8 **‘Facility’** shall mean Mobile Banking facility provided to the Customer including IMPS, contained in clause 11.
- 1.9 **‘Mobile Phone Number’** shall mean the Mobile Number that has been used by the Customer to register for the Facility.
- 1.10 **‘WAP’** means Wireless Application Protocol.
- 1.11 **‘Bank’s website’** means www.ccbjodhpur.com
- 1.12 **‘SMS banking’** means a service that allows Customers to access their account information via Mobile phone using SMS messaging.
- 1.13 Application shall mean the Bank’s Mobile Application which will be downloaded into the mobile phone of the customer.
- 1.14 **‘Base branch’** means the branch where the customer has his/her primary account.

2. Applicability of Terms and Conditions

No Customer is entitled to use the JCCB Mobile Banking Services without understanding and agreeing to the Terms and Conditions for Mobile Banking Service. By using the JCCB Mobile Banking Service, the Customers thereby agree and consent to these Terms and Conditions, which form the contract between the Customer and Bank. JCCB Mobile Banking Service shall be governed by these terms and conditions which may be 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.

3. General Business Rules Governing Mobile Banking Service

The following Business rules will apply to the JCCB Mobile Banking Service

- 3.1 The Facility will be available to Customers having a satisfactory running Savings/ Current account with the Bank and the services shall be restricted only to customers of banks as per the extant Reserve Bank of India guidelines.
- 3.2 Upper limit per transactions: Per transaction upper ceiling per customer is revised periodically as per prevailing Bank's policy at present

Transaction Type	Savings Bank Account					
	Per Transaction Limit		Maximum Per day limit Rs.	Maximum number of txn per day	Maximum Per month limit Rs.	Maximum number of txn per month
	Minimum Amt Rs.	Maximum Amt Rs.				
Self Linked Account	1	No Limit	No Limit	No Limit	No Limit	No Limit
Intra Bank-Third Party Transfer	1	50000	200000	10	2000000	100
IMPS	1	50000	100000	10	1000000	100
NEFT	1	50000	100000	10	1000000	100
RTGS	200000	200000	200000	1	1000000	5

Transaction Type	Current Account					
	Per Transaction Limit		Maximum Per day limit Rs.	Maximum number of txn per day	Maximum Per month limit Rs.	Maximum number of txn per month
	Minimum Amt Rs.	Maximum Amt Rs.				
Self Linked Account	1	No Limit	No Limit	No Limit	No Limit	No Limit
Intra Bank-Third Party Transfer	1	50000	300000	50	1500000	250
IMPS	1	50000	300000	50	1500000	250
NEFT	1	50000	300000	50	1500000	250
RTGS	200000	200000	200000	1	500000	2

- 3.3 Entering the wrong MPIN (3 Times) will block the JCCB Mobile Banking Service to the Account for the day and three such consecutive blockages will de-activate the Facility and the Customer should re-register for services as per the procedure laid down for the same.
- 3.4 Any change in the business rules of any of the processes will be notified on Bank's website www.ccbjodhpur.com which will be construed as sufficient notice to the Customer.

- 3.5 In case of a joint account where mode of operation is “Either or Survivor” any of the joint account holders can use the Facility but the application has to be signed jointly. 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 affected for necessary modifications of the application. Accounts where mode of operation is ‘joint’ as also accounts in the name of minor is a joint holder are not eligible for JCCB Mobile Banking Service.
- 3.6 The bank reserves the right to reject a customer’s request for JCCB Mobile Banking Service without assigning any reasons.
- 3.7 The bank may suspend the facility, if the same has not been accessed by the customer for three months or more. If the facility has not been accessed for six months or more, the same will be cancelled.
- 3.8 The customer can request for termination of the facility by de-registering at JCCB branch of the primary account enabled for Mobile Banking. The Customer shall remain accountable for all the transactions on the designated account made prior to confirmation of any such cancellation request by the Bank. It shall be the Bank’s endeavor to give a reasonable notice for withdrawal or termination of the facility, but the Bank may at its discretion withdraw temporarily or terminate the facility, either wholly or partially, anytime without giving prior notice to the Customer. The facility may be suspended for any maintenance or repair work for any breakdown in the Hardware/ Software of Mobile Banking, any emergency or security reasons without prior notice and the bank shall not be responsible if such an action has to be taken for reasons of security or emergency.
- 3.9 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.

4. Usage of Facility.

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

- 4.1 Agree to use the JCCB Mobile Banking Service for financial and non-financial transactions offered by the bank from time to time.
- 4.2 Also irrevocably authorizes the Bank to debit the accounts which has been enabled for JCCB Mobile Banking Service for all transactions/ services undertaken by using MPIN.
- 4.3 Authorizes the Bank to map the account number, mobile phone number for smooth operation of JCCB Mobile Banking Service offered by Bank and to preserve the mapping record in its own server or server of any other third party acting as an agent of the Bank and to use such data at its discretion for providing/ enhancing further banking/ technology products that it may offer.

- 4.4 Agrees that he/she is aware and accepts that JCCB Mobile Banking Service 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.
- 4.5 Agrees that the transactions originated using the mobile phones are non-retractable/ reversible as these are instantaneous/ real time.
- 4.6 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.
- 4.7 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.
- 4.8 Agrees that the Bank is authenticating the customer by using Mobile Number, MPIN provided by the customer and that such authentication would be sufficient for protection of the customer transactions. The customer is solely responsible for maintenance of the secrecy and confidentiality of the MPIN without any liability to the bank. The bank at its discretion may adopt other authentication of electronic records and the same will be acceptable and binding on the customer.

5. Others

- 5.1 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 by him while using the facility.
- 5.2 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.
- 5.3 While it shall be the endeavor of the Bank to carry out the instructions received from the customers promptly, it shall not be responsible for the delay/failure in carrying out the instructions due to any reasons whatsoever including failure of operational system or due to any requirement of law. 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.
- 5.4 The customer hereby authorizes the Bank to send promotional messages including the products of the Bank or any other messages the Bank may consider from time to time.
- 5.5 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.
- 5.6 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.
- 5.7 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. All

payment transactions, initiated from the customer's mobile phone using his/her MPIN will be treated bonafide expressly authorizing the Bank to make the payment.

- 5.8 It is the responsibility of the customer to advise the Bank of any change in his mobile number or loss of mobile phone by adopting the procedure laid down by the Bank for the purpose.
- 5.9 The telecom service provider of the customer may levy charges for each SMS/GPRS/2G/3G etc. and the Bank is not liable for any dispute that may arise between such telecom service provider and the customer.

6.Fee structure for the Facility:

At present, Bank does not charge any fee for offering this JCCB Mobile Banking facility. 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 website www.ccbjodhpur.com would serve as sufficient notice and the same is binding on the customer.

7. Accuracy of Information:

- 7.1 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 any action taken by it based on the information received as from registered mobile no. The bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error to the Bank immediately and promptly after he receives intimation on his phone.
- 7.2 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.
- 7.3 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 failure of network or any technical failure of like nature.

8. Responsibilities and obligations of the Customer:

- 8.1 The customer will be responsible for all transactions, including unauthorized/ wrong/ incorrect/ mistaken/ false 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 or not. The customer will be responsible for the loss/damage, if any suffered in respect of all such transactions.
- 8.2 The customer shall take all possible steps to ensure that the JCCB Mobile Banking Service Application and his/her mobile phone are not shared with anyone and shall take immediate

action to de-register from JCCB Mobile Banking Service as per procedure laid down in case of misuse/ theft/ loss of the mobile phone or SIM card.

- 8.3 The customer will use the services offered under the facility using the MPIN in accordance with the procedure as laid down by the Bank from time to time, including the terms and conditions contained herein.
- 8.4 The customer shall keep the User ID and MPIN confidential and will not disclose these to any other person or will not record them in a way that would compromise the confidentiality of the same or the security of the service.
- 8.5 It will be responsibility of the customer to notify the Bank immediately if he/she suspects the misuse of the MPIN. He will also immediately initiate the necessary steps to change his MPIN.
- 8.6 If the mobile phone or SIM is lost, the user must immediately take action to de-register from JCCB Mobile Banking Service at base branch of the primary account enabled for JCCB Mobile Banking Service.
- 8.7 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 MPIN is duly and legally authorized by the customer.
- 8.8 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/ branches and would be responsible for taking note of/ compliance of such information/ modifications in making use of the facility.
- 8.9 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 responsible time about any unauthorized access in the account.
- 8.10 The customer shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connections/SIM card/ mobile phone through which the facility is availed and the Bank does not accept/ acknowledge any responsibility in this regard.
- 8.11 Bank shall not accept any STOP PAYMENT instructions, once the transaction amount and the beneficiary account are keyed in and authorized by the customer.
- 8.12 The customer is advised to be prudent in downloading content through Bluetooth/GPRS/2G/3G etc. and ensure that proper antivirus software is used from time to time to remove malware residing in the handset.
- 8.13 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 Mobile Banking 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 Mobile Banking. 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.

9.Disclaimer

9.1 The Bank, when acting in good faith, shall be absolved of any of the 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 service provider.

9.2 The Bank, its employees, 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 other 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.

9.3 Bank will not be liable for any virus that may enter the Customer's system as a result of the Customer using the Facility.

9.4 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.

9.5 Bank does not warrant that access to the Facility will be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from use of the Facility or as to the accuracy or reliability of the Facility.

10. 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, damage, 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.

11. Immediate Payment System

Immediate Payment System (IMPS) offer an instant, 24X7, interbank, electronic fund transfer service through mobile phones. IMPS facilitate to use mobile instruments as a channel for accessing bank accounts and put interbank fund transfers in a highly secured manner with immediate confirmation features. This facility is provided by NPCI (National Payments Corporation of India) through its existing NFS switch.

Any customer of the Bank whose mobile number is registered for IMPS, can transfer money to Intra/ other Bank's customer account (Beneficiary account) by knowing beneficiary customer's MMID and mobile number (P2P) or beneficial account number and IFSC Code (P2A) through mobile phone using SMS (SMS channel application).

12. Governing Law & Jurisdictions

- 12.1 The facility and the terms and conditions of the same are governed by the applicable law of India.
- 12.2 Any dispute or claim pertain to the facility and/ or the terms and conditions herein are subject to the exclusive jurisdictions of competent courts/ tribunal/forums situated in Jodhpur district Rajasthan and the customer agrees to such jurisdictions in Jodhpur district Rajasthan.