



Terms and conditions for  
Mobile Banking Application

Gayatri Co-operative Urban Bank Ltd.  
Head Office - Jagtial

Gayatri Co-operative Urban Bank Ltd. (The Bank) has formulated a User Data Policy for its Mobile Banking Application and set some specific terms and conditions to avail itself of the benefits of its Mobile Banking Application.

These terms and conditions (“Terms”) form an Agreement between the User and the Bank and shall regulate the provisions of the specified products & services provided by the Bank through Mobile Banking. These Terms are in addition to and not in derogation with following terms and conditions and such other terms and conditions, as may be specified by The Bank from time to time –

- The Bank Saving Account terms & conditions
- The Bank Grievance Redressal Policy terms & conditions
- The Bank Customer Compensation Policy of the Bank terms & conditions
- The Bank Code of Bank's Commitment terms & conditions

In case of any inconsistency between these terms & conditions and other primary/ specified terms and conditions relating to the Bank Mobile Application, these Terms & conditions shall prevail.

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

"Mobile Banking" means facility of access to information relating to the Saving / Current Account(s) / Fixed Deposit of the Customer and usage of products and/or other services as may be advised or made available on the Customer’s Mobile Phone by the Bank from time to time on / through Mobile Banking. The words Mobile Banking and Mobile Banking Services are used interchangeably in this document.

"Mobile Phone" means the handset together with requisite accessories, equipment attachments and other software which is owned / possessed by the Cellular Service subscriber.

"User or I" refer to any person who has an account with the Bank and who has been authorized by the Bank to avail themselves of the Mobile Banking Service provided by the Bank.

"Personal Information" refers to the information about the User obtained in connection with the Mobile Banking Service.

### Eligibility

The Customer should have registered his current Mobile Phone Number for SMS Banking via secured channel with The Bank for this service. The Facility shall be made available to the Customer subject to the condition that he/she downloads the application and sets his/her m-PIN. This Facility shall be made available only to the Customers 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, with prior notice to the customer.

#### Registration:

I agree that I shall be entitled to use the Mobile Banking Service only if my application is found in order and the relevant particulars are registered by the Bank. The Bank shall be at liberty to reject my application without assigning any reason.

The Bank shall endeavour to provide to the user through Mobile Banking, such services as the Bank may decide from time to time. The Bank reserves the right to decide the type of services, which a category of user may be offered on each account and may differ from category to category. The Bank may also make additions /deletions to the services offered through Mobile Banking at its sole discretion.

The Bank reserves the right to choose the devices, software platforms, versions, networks, methods, and data services that will be supported. From time-to-time The Bank will publish the officially supported tools, technologies, and versions which shall contain terms and conditions which are applicable for use of Mobile Banking. The Customer will comply with these terms and conditions at all times. Any attempts to work around these published requirements or to modify unsupported versions for use in Mobile Banking will be treated as an unauthorized use and violation of this Terms and Conditions Document.

I agree that I shall use only my Mobile Phone to access the Mobile Banking Service of the Bank. The access is restricted to me on the specific Mobile Phone Number only as registered with the Bank for Mobile Banking. I understand the security of the Mobile Banking PIN (m-PIN) is very important and personal to me and that I must keep my m-PIN confidential and not reveal it to any third party. I shall not write/record it at any place whereby some other person can come to know my m-PIN number. I understand that in case I fail to follow/adhere to these I shall be solely responsible for consequences arising there from. I must not let any other person have access to my Mobile Phone or leave the Mobile Phone unattended. I shall not attempt or permit others to attempt accessing the account information stored in the computers of the Bank through any unauthorized means.

During the process of registration of Mobile Banking Application users will be asked to set mPIN and the User is at liberty to change the m-PIN as many numbers of times as possible at his risk and consequences. The User will be solely responsible for maintaining secrecy of the m-PIN, so changed, and the Bank in no way shall be responsible for the misuse of the said m-PIN 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 Mobile Banking Facility.

In case the User forgets the m-Pin the Mobile Banking application as a feature to set new mPIN with help of Internet Banking or Debit card credentials.

I am responsible for the correctness of information supplied by me to the Bank through the use of or through any other means such as electronic mail or written communication. The Bank doesn't accept any liability for the consequences arising out of erroneous information supplied by me. If I suspect that there is an error in the information supplied to the Bank by me, I shall advise the Bank as soon as possible. The Bank will endeavour to correct the error promptly and adjust any interest or charges arising out of the error. 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 back-up 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, which may happen due to reasons beyond its control like Data getting corrupted in transmission.

## Features

GAYATRI Mobile app provides many features which may be updated from time to time. The main features are:

1. Login using fingerprint, mPIN
2. Reset mPIN
3. Limits:
  - a. Viewing
  - b. Modification
4. Accounts:
  - a. View accounts details
  - b. View Account Balance
  - c. View Customer Information
  - d. View Account Summary
  - e. View mini statement
  - f. E-Passbook
  - g. Cheque Services
  - h. Fixed Deposit
  - i. Manage Beneficiary
  - j. Funds Transfer
  - k. Positive Pay
  - l. Account Settings
  - m. Complaint/feedback

## Liability of the User:

I agree that access to Mobile Banking is through my Mobile Phone and any transaction which originates from the same, whether initiated by me or not shall be deemed to have originated from me. I shall be liable for all loss from unauthorized transactions in my accounts if I have breached the Terms or contributed or caused the loss by negligent actions such as the following:

- i. Not advising the Bank about unauthorized access to or erroneous transactions in the Mobile Banking accounts.
- ii. In case of change in or termination of the Mobile Phone number/SIM Card, not informing the Bank about the change/ termination.

I understand that in the event of loss of my Mobile Phone or it falling in the wrong hands, it can be misused. I indemnify the Bank for any such misuse arising out of the same. I shall not hold Bank responsible for any loss that I may suffer in these circumstances.

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

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

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

The Bank has adopted the mode of authentication of the Customer by means of verification of the Mobile Phone Number and/or through verification of mPIN, Password, debit card PIN allotted by the Bank to the Customer or through any other mode of verification as may be stipulated at the discretion of The Bank.

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

#### Liability of the Bank:

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

#### Fingerprint and Face authentication Terms:

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

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

#### Disclosure of Personal Information:

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

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

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

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

#### Indemnity:

I shall indemnify and hold the Bank harmless against any loss suffered by the Bank, its customers or a third party or any claim or action brought by a third party which is in any way the result of the Mobile Banking transactions made by me. I agree that the Mobile Banking Service uses the network provided by the CSP. I hold the Bank harmless against any loss incurred by me due to failure in this network.

#### Right to amend

The Bank expressly reserves the right, at any time and without prior notice to the Customer/s, to add to and /or alter, modify, change or vary all or in part, the Terms related to this Program.

#### Governing law and jurisdiction

The construction, validity and performance of these terms and conditions shall be governed in all respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the competent Courts at Jagtial, Telangana, India which courts shall have jurisdiction in the matter to the exclusion of any other courts, irrespective of whether such other courts have similar jurisdiction

in the matter. The Bank is absolved of any liability arising, direct or indirect, for noncompliance with the laws of any country other than India where the services is accessible.

#### Definitions

The following words and phrases shall have the meanings set out herein below in this document unless repugnant to the context:

“Account Holder” shall mean a User who is a Bank Customer, holding an operative savings bank Account. Non-Resident Indians (NRIs), Foreign Account Holders and minors are not eligible to register for the Services.

“Account(s)” shall mean an operative savings bank Account maintained by any User with the Bank, details of which provided by the User at the time of Registration or authentication process of Mobile Banking Application and shall also include Saving Account offered by the Bank on Mobile Banking Application.

"Bank" and "The Bank" shall mean Gayatri Co-operative Urban Bank Ltd., a company incorporated under the Co-operative Societies Act, 1961 and licensed as a multi-state co-operative bank under Banking Regulation Act, 1949 having its Head Office at Govindpally, Karimnagar Road, Jagtial, Telangana, India

“Debit Card” means an active Debit Card of the User issued by the Bank to the Account Holder, which is linked to User’s Mobile Number or issued by any other Bank in India.

“Law” includes any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorization, or applicable Reserve Bank of India circulars, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of registration or thereafter and each as amended from time to time.

"Mobile Phone Number" shall mean the phone number specified by the User during registration to the Mobile Banking Application. In case the User wishes to register as an “the Bank customer” he/she will have to use the Phone number registered for Mobile or SMS Banking facility offered by the Bank. Any other Phone number shall be treated as a “Non-The Bank customer”.

"Mobile Phone" shall mean a valid SIM card enabled smartphone (running on iOS or Android operating system), which is owned by the User.

“Money” shall mean funds in Indian Rupee (INR) held in the Account(s)

"Personal information" shall mean any information about the User voluntarily provided by the User and obtained with the consent of User by the Bank, in relation to the services.

“Registered User” refers to a User who has registered for the Mobile Banking application access.

“Transaction” shall mean and includes all transactions done through the Mobile Banking application

"User" shall mean eligible Account Holder of the Bank as well as any other person (not necessary having any relationship with Bank) who has downloaded the Mobile Banking application

"Website" shall mean and includes to the website owned, established and maintained by the Bank located viz: [www.gayatribank.in](http://www.gayatribank.in).

For the purposes of these Terms, unless the contrary intention appears:

- a. All reference to the User in masculine gender shall be deemed to include feminine gender also.
- b. Any reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;

An "authorization" or "approval" includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;

- c. The singular includes the plural (and vice versa);

#### Limitation on Transactions:

The Bank in its sole discretion can limit transactions user will be allowed to carry out through the application for the day, may introduce new limit/s or modify the said limit/s. Transactions include Fund transfer, Mobile recharge, and Bill payment. If the daily transaction limit is exhausted, then user will not be allowed to carry out transaction through the Mobile Banking Application for the day.

#### Authority to The Bank

The User irrevocably and unconditionally authorizes the Bank to access his Account for effecting instructions for all the Transaction(s) (defined above) and Banking Transactions in relation to the services availed by them under Mobile Banking Application and to share the Account information with any third parties for the purpose of accepting/executing such requests of the User.

#### Authorization

- The User irrevocably and unconditionally authorizes the Bank to operate his Account for effecting instructions for all the Transaction(s) (defined above) and Banking Transactions in relation to the services availed by them under Mobile Banking Application.
- The User irrevocably and unconditionally authorizes the Bank to access his Account and the Personal details registered while authentication of Mobile Banking Application for availing the service including effecting Banking or other transactions of the user through the services.
- The User expressly authorizes the Bank to disclose to the service provider or any other third party and under applicable Laws, all their personal information in its possession, as may be required by them to provide the services offered under the Mobile Banking Application to the User.
- The authority to record the User's details and transaction details is hereby expressly granted by the User to the Bank. All records of The Bank generated by the Transactions arising out of



use of the services, including the time of the transaction, beneficiary details, etc.; recorded shall be conclusive proof of the genuineness and accuracy of the Transactions.

- The User authorizes the Bank to send any message or make calls to his mobile phone Number or display banners or any other communication on Mobile Banking Application to inform him about any promotional offers including information regarding Banks' new products either now available or which The Bank may come up with in the future, greetings, banners or any other promotional messages or any other message that the Bank may consider appropriate to the User.
- The User irrevocably and unconditionally agrees that 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.
- The User authorizes the Bank to send any rejection message or to reject any transaction/request, if it finds that the request sent by the User is not as per the requirements stipulated by The Bank for availing the services.
- The Bank shall make all reasonable efforts to ensure that the Users personal information is kept confidential. The Bank however shall not be responsible for any divulgence or leakage of confidential User information by the User.
- 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 use of Social Connect on Mobile Banking Application without the Bank having to verify the authenticity of any request or Transaction purporting to have been received from the User through Mobile Banking Application.
- The Bank shall have the option to introduce any new services through these services at any time in future and the User shall be deemed to have expressly authorized The Bank to register the User for such new services.

#### Liabilities and Responsibilities of the User

1. The User shall be responsible for the accuracy of any information provided by the User for availing the services.
2. The User shall be solely responsible for recharge, bill payment and any other services availed through Mobile Banking Application.
3. The User availing services under Mobile Banking Application shall be bound by the applicable guidelines on Know Your Customer/Anti-Money Laundering/Combating Financing of Terrorism guidelines issued by RBI from time to time and the provisions of Prevention of Money Laundering Act (PMLA) and rules thereunder, as amended from time to time .
4. The User shall be liable and responsible in case of any discrepancy found in the information provided by him for availing services offered through the Mobile Banking Application.
5. If the User suspects that there is an error in the information supplied by The Bank, he shall inform the Bank immediately. The Bank will endeavour to correct the error promptly wherever possible on a best effort basis.

6. The Bank shall not be held liable for any loss suffered by the User due to disclosure of the Personal information to any service provider or third party by the Bank, for reasons including but not limited to participation in any telecommunication or electronic clearing network, in compliance with any legal or regulatory directives, for statistical analysis or for credit rating or for any legal or regulatory compliance.
7. The User shall be solely responsible for protecting his Mobile Phone and MPIN for the use of the said services.
8. The User shall be liable to the Bank for any kind of unauthorized or unlawful use of any of the above mentioned MPIN or the credentials provided on the Mobile Banking Application or any fraudulent or erroneous instruction given and any financial charges thus incurred, which shall be payable by the User only.
9. The User accepts that for the purposes of the said services any Transaction emanating from the Mobile Phone Number registered by User by use of valid MPIN, shall be assumed to have initiated by the User at his sole discretion.
10. It is the sole responsibility of the User to request the Bank to suspend the said services due to change of his registered Mobile Phone Number or if his Mobile Phone has been lost or has been allotted to some other person. The User shall also be obliged to inform the Bank, if there is any unauthorized Transaction in his account, of which he has knowledge.
11. It shall be the responsibility of the User to update him with regard to any information relating to the Services as The Bank may decide to provide certain other additional services. The Bank shall not be responsible for any disregard on the part of the User.
12. The User shall be liable for all loss, if he has breached the Terms and Service Terms contained herein and other applicable terms & conditions or contributed or caused the loss by negligent actions or a failure on his part to advise The Bank within a reasonable time about any unauthorized access made in his behalf in the Mobile Banking Application.
13. The User shall agree that by use of these services, User shall be deemed to have agreed to all the above terms and conditions and such terms and conditions shall be binding on User in the same manner as if the User has agreed to the same in writing.

#### Other terms of Service

These terms & conditions are in addition to the general terms & conditions of any Account or any other services provided by The Bank to its Customers.

1. These services shall be available to all the users who are Indian citizen and are above 18 years of age on the date of registration to the Mobile Banking Application.
2. User shall register himself for using the Mobile Banking Application in such manner and through such modes as may be specified and made available by The Bank from time to time for availing and using the services.
3. The Bank reserves right to charge the User for the services offered under the Mobile Banking Application.

4. These Services will be provided by The Bank at the request of the User and based on the instructions received from User.
5. The User irrevocably and unconditionally authorizes The Bank to debit his account/s with the Bank registered for availing the services.
6. User agrees and confirms that, for the purpose of availing said services:
  - a. Any details provided by user would be stored at The Bank server database.
  - b. User shall adhere to the limit set The Bank for all the services under Mobile Banking Application.
7. For the purpose of availing these services, User shall take all necessary precautions to prevent unauthorized and illegal use of Mobile Banking Application and services offered through the services.
8. The User shall be responsible for maintaining the confidentiality of MPIN/OTP/password and for all the consequences which may arise due to use or misuse of such MPIN/OTP/password.
9. The User shall be responsible for any and all the funds transferred to beneficiaries at their request or received by user using the Mobile Banking Application.
10. The User shall be liable for all loss caused due to negligent actions or a failure on his part to immediately notify The Bank within a reasonable time, about any unauthorized use/access made on his behalf in the Mobile Banking Application or misuse of MPIN/ OTP/Password or any other breach of security regarding the services, of which he has knowledge.
11. The User shall not, while using the Mobile Banking Application, upload, download, post or otherwise transmit any content that is unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, profane, indecent, inflammatory, libelous, tortious, hateful, racially, ethnically, socially, politically, legally, morally, religiously objectionable or otherwise objectionable, or invasive of another's rights including but not limited to rights of celebrity, privacy and intellectual property.
12. The User irrevocably and unconditionally authorize The Bank to access all the necessary information for effecting transactions executed by him under the services and to share his necessary information with any third parties for the purpose of accepting/ executing such requests.
13. The Bank may keep records of the transactions in any form it wishes. In the event of any dispute, Bank's records shall be binding as the conclusive evidence of the transactions carried out through the said Mobile Banking Application.
14. The User shall not to use/access the Mobile Banking Application and/or services offered through the same in any manner other than as authorized by The Bank. In case the User uses the Mobile Banking Application for any purpose which is illegal, improper or which is not authorized under these terms /other specified terms & conditions then The Bank has a right to take all reasonable measures in order to prevent such unauthorized access by the User.
15. The User confirms that any instructions given by him shall be effected only after validation of authentic MPIN/OTP/Password used by him for availing such services.

16. The User agrees and confirms that, once the transaction is materialized, any stoppayment instructions given by him cannot be accepted and acted upon by The Bank.

17. The User shall while utilizing the services ensure that:

- a. She/he has authority to access and avail the services obtained and shall duly complies with the applicable laws and regulations prevailing in India.
- b. She/he shall provide The Bank with such information and/or assistance as is required by The Bank for the performance of the service and /or any other obligations of The Bank under these services.
- c. She/he shall be responsible for providing accurate and authentic information/instructions to The Bank for availing such services.
- d. She/he shall not at any time provide any person with any details of accounts held by him with The Bank or any other Bank including the passwords and account number which are allotted, from time to time.

18. The User acknowledges that, the services offered by The Bank under the Mobile Banking Application shall be availed by him at his own risk and these risks shall include the following risks:

- a. Any technical error, failure, glitch, network failure, legal restraints and other reasons which is beyond control of The Bank, for which The Bank shall not be held responsible.
- b. Any loss, damages, etc. that may be incurred/suffered by User, for the reason that the information provided by him turns out to be wrong/incorrect/inaccurate, for which The Bank shall not be held responsible.
- c. Any risks arising from the performance of any service provider/other third party/entity involved in the process; and from any loss or damage incurred or suffered by User for any error, defect, failure or interruption of the service or consequences arising out of delayed fund transfer.
- d. Any loss of damage arising or resulting from delay in transmission delivery or nondelivery of online/electronic instructions or any mistake, omission or error in transmission or delivery thereof or in decrypting the instructions from any cause whatsoever or from its misinterpretation received or any act or even beyond control of The Bank.
- e. The technology for enabling services offered by The Bank under Mobile Banking Application could be affected by virus or other malicious, destructive or corrupting code, program or macro. It may be possible that the said Mobile Banking Application/ server of The Bank may require maintenance and during such time it may not be possible to process the request/transaction of the Users. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. User understands that The Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by the Bank to honour any User instruction for whatsoever reason.

- f. The Bank shall not be held responsible for any loss or damage incurred by the User due to his/her ignorance of the fact about the services offered by The Bank through Mobile Banking Application.

19. The User agrees that The Bank shall assume no responsibility with respect to:

- a. Transactions carried out under the service in good faith relying on User's instructions.
- b. Not carrying out transactions where The Bank has reason to believe in its sole discretion that the instructions are not genuine or are otherwise unclear, improper, vague or doubtful.
- c. For any loss or damage incurred or suffered by User for any error, defect, failure or interruption of the service or consequences arising out of delayed transfer/remittance and for any reason which is beyond control of The Bank.
- d. Users acknowledge and agree that The Bank remains a mere facilitator for this service and that The Bank does not warrant or claim any responsibility for these services nor does The Bank endorse any such service and/or its standing or reputation whatsoever and The Bank shall not be liable for any deficient or bad services in any manner whatsoever and for any loss, whatsoever that User may suffer. The risk in this regard is entirely on the User.
- e. Unauthorized access of any third party to the information/instructions given by user to third party using said services.
- f. For any direct, indirect or consequential damage occurred to User while availing these services, arising out of any error in the services and which are beyond control of The Bank.
- g. When The Bank acted in good faith.
- h. Any loss, damage, liability caused or suffered by User due to disclosure of all information of confidential nature

20. The User agrees that charges if any for the services offered by The Bank under Mobile Banking Application will be at the sole discretion of The Bank and The Bank is at the liberty to withdraw/modify/vary the same from time to time, without giving any notice to user.

21. The User agrees that, if his bank account is closed/ blocked pursuant using the services, for any reason whatsoever, user shall settle the issue directly with his Bank and shall not hold The Bank any way responsible for the same.

22. The User shall remain responsible for any and all the transactions made through the Mobile Banking Application. The Bank may withdraw or terminate any or all the services anytime or in case of breach of terms by user without prior notice; or if The Bank learns of demise, bankruptcy or lack of legal capacity of the User or for any reason whatsoever.

23. The User agrees that he/she is not entitled to consolidate amounts available in his/her different bank accounts maintained with bank(s) for making payments using said Mobile Banking Application.

24. The User agree to indemnify, defend and hold harmless The Bank and its directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors and other applicable third parties (collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorney's fees, and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from :
- a. any breach or non-compliance by User of any term of these Terms of Service or any other additional terms & conditions and policies of The Bank;
  - b. any dispute or litigation caused by Users actions or omissions;
  - c. any negligence or violation or alleged violation of any law or rights of a third party
25. The Bank may provide any services through this Mobile Banking Application, directly or through its associates or contracted service providers on its behalf.

#### Indemnity

In consideration of The Bank agreeing to provide the Services and access to the Mobile Banking Application and/or services to the User, the User shall, at his own expense, hereby irrevocably agrees, to indemnify and keep The Bank its directors and employees, representatives, agents and/or affiliates (hereinafter referred to as “the related parties”), as the case may be, indemnified and harmless, at all times hereafter, from all losses, damages, costs, legal fees, charges and expenses and consequences whatsoever, on full indemnity basis, suffered or incurred or likely to suffer by The Bank or the related parties on account of any claims, actions, suits or otherwise instituted by the User, or any third party whatsoever, arising out of or in connection with the use of the services and any and all transactions initiated by the use of the Mobile Banking Application services and/or 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 or the related parties has processed on the User’s transaction instructions and authority of the User in accordance with these terms and conditions and other applicable specific terms and conditions, as the case may be. The User further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the User notwithstanding partial withdrawal of the services.

- The User will pay The Bank and /or the related parties such amount as may be determined by The Bank and/or the related parties to be sufficient to indemnify it against any such loss or expenses even though they may not have arisen or are contingent in nature.
- The User agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, and action or proceeding attributable to any such claim.

#### Confidentiality and Disclosure

To the extent not prohibited by applicable law, the The Bank shall be entitled to disclose, share or transfer any Personal information relating to the User and/or any other information given by the User for utilization of the services to and between its branches, representative offices, affiliates, representatives, auditors and third parties selected by The Bank, wherever situated, for confidential use in and in connection with the Mobile Banking Application. Further, The Bank shall be entitled

at any time to disclose any and all Personal information concerning the User within the knowledge and possession of The Bank to any other bank/association/financial institution or any other body. This clause will survive the termination of this agreement.

#### Accuracy of Information

- The User takes the responsibility for the correctness of the information supplied by him to the Bank through the use of the services or through use of the Mobile Banking Application or by any other means.
- The User herein accepts that in case of any discrepancy in the information provided by him with regard to these services the onus shall lie upon the User

only and thus agrees to furnish accurate information at all times to The Bank. If the User suspects that there is an error in the information supplied by The Bank to him, he shall inform the Bank immediately. The Bank will endeavour to correct the error promptly wherever possible on a best effort 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.

#### Termination

- The Bank may, at its discretion, withdraw temporarily or terminate the Services of Mobile Banking Application, either wholly or in part, at any time without giving prior notice to the User. The Bank may, without prior notice, suspend the 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 technical or security reasons, which require the suspension of the Services.
- The closure of the account of the User will automatically terminate the Services.
- The Bank may suspend or terminate Services without prior notice if the User has breached these terms and conditions or The Bank learns of the death, bankruptcy or lack of legal capacity of the User.
- Except as otherwise provided by the applicable law or regulation, The Bank reserves the right to terminate the Services and/or expand, reduce or suspend the transactions allowed using these services, change the process and transaction limits associated with these services based on security issues, at any time, without any prior notice to the User.

#### Disclaimers

The Bank shall be absolved of any liability in case:

The User fails to avail the services due to force majeure conditions including but not limited to not being in the required geographical range or any other reason including natural calamities; legal restraints any technical lapses in the telecommunication network or any other reasons beyond the actual control of The Bank, the Bank shall not be accountable. Also, the Bank is herein absolved of any kind of liability arising due to a loss; direct or indirect, incurred by the User or any other person due to any lapse in the services owing to the above- mentioned reasons.

The User is acting in good faith on any transaction instructions received by The Bank; There is any unauthorized use of the User's MPIN, Password, OTP or Mobile Phone or Mobile Phone Number for any fraudulent, duplicate or erroneous transaction instructions given by use of the User's MPIN, Password, OTP or Mobile Phone or Mobile Phone Number;

- There is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality.
- There is any lapse or failure on the part of the service providers or any third party affecting the said services and that The Bank makes no warranty as to the quality of the service provided by any such service provider or any third party.

The Bank does not warrant the confidentiality or security of the messages or notifications whether personal or otherwise transmitted through the Mobile Banking Application in respect of the said Services. The Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the User or by any person resulting from or in connection with the Services. The Bank, its directors and 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 User 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 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 Services.

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 cellular services provider or any third-party service provider (whether appointed by the Bank in that behalf or otherwise).

Any loss incurred by the user due to use of the services by any other person with express or implied permission of the User. The Bank shall not be held responsible for the confidentiality, secrecy and security of the personal or account information being sent through the services for following the User's instructions.

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.

The Bank reserves the right to choose the devices, software platforms, versions, networks, methods, and data services that will be supported. From time-to-time The Bank will publish the officially supported tools, technologies, and versions which shall contain terms and conditions which are applicable for use of the Mobile Banking Application of different instruments. The Customer will comply with these terms and conditions at all times. Any attempts to work around these published requirements or to modify unsupported versions for use in Mobile Banking Application will be treated as an unauthorized use and violation of this Terms and Conditions Document.



## Modification / Alterations to Mobile Banking Application Services

The Bank reserves the absolute discretionary right to make any amendments in the given terms and condition 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 displaying on the website <https://www.gayatribank.in>; and the User shall be bound by such amended terms and conditions.

## Communication

The Bank and the User may give notice under these terms and conditions electronically to the mailbox of the User (which will be regarded as being in writing) or in writing by delivering them by hand or by sending them by post to the last address given by the User and in case of The Bank at its office at Jagtial. In addition, The Bank shall also provide notice of general nature regarding the services and terms and conditions, which are applicable to all Users of the Services, on the website <https://www.gayatribank.in> and/ or also by means the customized messages and notifications sent to the User over his Mobile Phone Number as short messaging service ("SMS"). In addition, The Bank may also publish notices of general nature, which are applicable to all users of the services. Such notices will be deemed to have been served individually to each User. Right of setoff and 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/scripts held in the Account(s) or in any other account, whether in singly or jointly, to the extent of all outstanding dues, whatsoever, arising as a result of the provision of Services to the User and/or access by the User of Application.

## Governing law and jurisdiction

The construction, validity and performance of these terms and conditions shall be governed in all respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the competent Courts at Jagtial, Telangana, India which courts shall have jurisdiction in the matter to the exclusion of any other courts, irrespective of whether such other courts have similar jurisdiction in the matter. The Bank is absolved of any liability arising, direct or indirect, for noncompliance with the laws of any country other than India where the services is accessible.

## ANNEXURE "A"

### DIGITAL CONTENT SUBMISSION POLICY AND GUIDELINES

1. The User represents and warrants that he is authorized to and has a valid license for using any or all the Digital Contents and all the Intellectual Property Rights contained therein duly vests with the User.
2. The User hereby agrees and confirms , and further, represents and warrants that, the User has the adequate right and power to grant The Bank including its agents, affiliates and service providers, an irrevocable, non-transferable, non-exclusive, royalty-free, worldwide right to

use, modify, print/emboss, copy, store and reproduce any Digital Contents used/uploaded by the User or any part thereof, to the extent required by The Bank for providing the services and/or facilities to the User through the Mobile Banking Application.

3. The User confirms to have the ownership/license in all Intellectual Property Rights contained in the Digital Contents used/uploaded by him and further represents to continue to retain the same. The Bank understands that ownership/license in the Intellectual Property Rights contained in the Digital Contents vests in the User and The Bank shall not claims any right, interest, title over the said owned/licensed Digital Contents.
4. The User further represents that, the use of the Digital Contents by The Bank including its agents, affiliates and service providers, as authorized by the User in accordance with these Terms, shall not violate any Intellectual Property Rights of any third party/(ies) and/or any prevailing laws, rules or regulations.
5. The User shall be solely responsible for the use/uploading of the Digital Contents while availing any services using the Mobile Banking Application. However, The Bank is allowing the User to avail services, at the request of the User and The Bank shall not be liable or responsible in any manner, for any use of the Digital Contents by the User therein.
6. The User agrees and confirms that, any claim or dispute which may arise between the User and any third party with regard to the Digital contents used/submitted by the User shall be resolved between the User and said third party without any reference, whatsoever, to The Bank in relation to such a claim or dispute. The Bank shall not be held liable for any loss/damage/harm suffered by either the User or any third party in this regard and shall keep The Bank including its directors and employees, representatives, agents and/or affiliates indemnified and harmless from the same.
7. The Digital Contents uploaded by the User on the said Mobile Banking Application, should be free of any spyware, malware, virus, error or any other content which is harmful to the Mobile Banking Application and/or any system, software, server, etc.; of The Bank or its affiliates, service providers.

#### Terms & conditions for usage of Digital Contents

Digital Contents containing any of the following elements would not be allowed

1. Trademarks or copyright material that is famous or recognized, including any Digital Contents or part thereof carrying ©, ® or ™ signs, having advertising, promotional material including images/audio-visuals of products of specific brands and all the contents that have telephone numbers, URLs, account numbers or email addresses;
2. Any images/audios/audio-visuals of celebrities/ musicians/ athletes/ entertainers/ public figures/ cartoon characters etc. who are widely recognized;
3. Any Digital Contents which is provocative, vulgar, violent, pornographic, obscene or sexual images/ audios/ audio-visuals including those containing nudity, offensive and/or racist and including any images/audios/audio-visuals in which weapons, violence or firearms have been displayed.
4. Any images/audios/audio-visuals portraying or promoting or likely to incite communal, antisocial or obscene behaviour.

5. Any images/audios/audio-visuals wherein intoxication, smoking, narcotics and/or gambling or activities of similar nature have been displayed.
6. Any images/audios/audio-visuals provoking religious or political beliefs and faiths, including anything that portray groups banned by law/ views of which are likely to cause social unrest, anti- social disorder or political or religious statements and/or text or illustrations.
7. Any images/audios/audio-visuals containing subject matter of any nature that might result in confusion regarding the Mobile Banking Application or that might result in transaction fraud through the use of the said Mobile Banking Application.
8. Any image/audios/audio-visuals that might reflect poorly or might engender hostility toward the Master Card ® or Visa® or any other payment network brands/gateways.
9. Any images/audios/audio-visuals where money or currency is in focus/displayed.
10. Any reference to the Olympic Games trade names, logos, slogans or any other reference identifying of any Card Processing Associations (e.g., Visa, Master Card, American Express, etc.).
11. Any images/audios/audio-visuals that portray profanity or obscenity which portray The Bank, The Bank logo, or The Bank Cards, Brand Name, Trademark, etc.; in bad manner.
12. Any images/audios/audio-visuals which show the names, brands, products, services or images of any other Banking or Financial Institution.
13. Any images/audios/audio-visuals that have any emblems, flags, marks, names, logos or any contents pertaining to the Constitution of India or any other government body.