



THE VAISH COOPERATIVE NEW BANK LTD.

APPLICATION FORM FOR RUPAY DEBIT CARD/MOBILE BANKING SERVICE
(TO BE FILLED IN BLOCK LETTERS ONLY)

Affix
Passport
Size
Photograph
of Applicant

The Branch Head
The Vaish Cooperative New Bank Ltd.

Branch

DATE

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Dear Sir/Madam,

I would like to apply for Rupay Debit Card/Mobile Banking in the Account No. _____ in the name/s of M/s/Sh./Smt. _____

	Name	Cust. ID
1	NAME OF 1 st A/C HOLDER /AUTH. SIGNATORY	
2	NAME OF 2 nd A/C HOLDER/AUTH. SIGNATORY	
3	NAME OF 3 rd A/C HOLDER/AUTH. SIGNATORY	
4	NAME OF 4 th A/C HOLDER /AUTH. SIGNATORY	

* (Please attach separate sheet in case of more account holders)

NEW () RE-ISSUANCE ()		
A/C HOLDER PERSONALISED	YES ()	
SMS Alert (Mandatory)	YES ()	
Mobile Banking	YES ()	NO ()
Inter Net Banking View Only	YES ()	NO ()

Add-on cardholder's/Mobile Banking Relationship with Account Holder _____

Details of Card Holder/ Mobile Banking Service Subscriber:-

NAME ON CARD	
ADDRESS WITH PIN	
A/C NO. (12 DIGITS)	
A/C TYPE	SAVING A/C <input type="checkbox"/> CURRENT A/C <input type="checkbox"/>
DATE OF BIRTH	
PAN	
EMAIL ID	
MOBILE NO. *	

(* Note: - Only one Customer I.D (One person authorised by the joint a/c holders) will be provided for SMS Alert and mobile banking services)

Terms and Conditions:-

- I/we agree to abide by the terms and conditions related to Rupay Debit Card and Mobile Banking services as laid down by the Bank in the Bank's website at www.vcnb.co.in.
- I/we shall be using my Rupay Debit Card/Mobile Banking Services only if I/we agree to the terms and conditions stipulated by the Bank from time to time for the same.
- I indemnify the Bank for all valid transactions undertaken through my Rupay Debit Card and Mobile Banking Services...
- The details furnished above are true to the best of my knowledge and belief.

Sign. of 1st A/C Holder/auth.sign. Sign. of 2nd A/C Holder/auth. Sign. Signature of 3rd A/C Holder/auth. Sign. Signature of 4th A/C Holder/auth.sign.

FOR OFFICE USE ONLY -

Certified that the signature/s of the A/c Holder/s, is/are as per our records, The KYC for the account has been completed and recommended for	
1. Rupay Debit Card (Personilised)	2. Mobile Banking Services
1. Signature of Officer	2. Signature of Branch Head Mobile Banking Registration Completed on _____

Terms and Conditions of Rupay Debit Card

1. **Fees:** - The Cardholder authorizes the Bank to debit the designated account with all applicable fees/taxes/surcharges and all other levies notified by the bank from time to time. The annual fees for the card will be debited to the primary account linked with the Card on application/renewal at the Bank's prevailing rate. The fees are not refundable. The Cardholder shall maintain at all times such minimum balance in the designated account as the Bank may stipulate from time to time. Bank at its discretion may levy penal charges for non-maintenance of the minimum balance. Any government charges, duty or debits, or tax payable, as a result of the use the Card, shall be Cardholder's responsibility and, if imposed upon bank (either directly or indirectly), the bank shall debit such charges, duty or tax against the Cardholders linked account. Details of the applicable fees and charges, as stipulated by Bank, will be displayed on the website and/or on the notice Board of The Vaish Cooperative New Bank Ltd. Branches.
2. **Transaction Responsibility:** - The record of the transactions generated by an ATM or POS terminal/e-commerce will be binding on the Cardholder and it will be conclusive unless verified otherwise and corrected by the Bank. The verified and corrected amount will be binding on the Cardholder. The Bank has the authority of the Cardholder to debit the designated account of the Cardholder for all withdrawals and payments effected by or purported to be effected by the Cardholder using the Card, as evidenced by the Bank's record, which will be conclusive and binding on the Cardholder.
2. **Withdrawal Limits:** - The Cardholder will be allowed to withdraw through the Rupay Debit Card, the available balance in the account or stipulated pre-defined limit per day, whichever is lower. This per day limit will be determined by the Bank and can be changed at any time at the Bank's sole discretion without notice to the Cardholder. The Cardholder agrees that cash withdrawals will be subject to tax as applicable from time to time.
3. **Overdrawn Accounts:** - The Cardholder agrees not to attempt to overdraw cash from ATM unless sufficient funds are available in the designated account for effecting the transactions. The onus of ensuring adequate account balance is entirely on the Cardholder. In case the account gets overdrawn, the Bank may levy interest as applicable on clean overdraft/advance from time to time and same shall be charged on the debit balance in the designated account. The Cardholder undertakes to indemnify the Bank against any expenses Bank may incur in collecting money owed to Bank by the Cardholder in connection with the Card.
4. **PIN:** - The PIN is used for withdrawing cash at ATM or for making payments at MEs/over online. The Cardholder acknowledges, represents and warrants that the PIN provides access to designated Account and the Cardholder accepts the sole responsibility for the use, confidentiality and protection of the PIN as well as for all orders and information /changes entered in to the account using such PIN. The Cardholder shall not record the PIN in any form so as to avoid PIN coming to the knowledge of a third party. The Cardholder grants express authority to Bank for carrying out transactions and instructions authenticated by PIN and he further declares that he shall not revoke the same. Bank has no obligation to verify the authenticity of the transaction instruction sent or purported to have been sent from the Cardholder other than by means of verification of the Cardholder's PIN. The Cardholder shall at all times take all appropriate steps as mentioned in the terms to maintain the security of the PIN. Bank may, in its absolute discretion, issue new PIN on the existing card. Subject to provisions stated herein and as specified by Bank from time to time, the Cardholder will not hold Bank liable in case of any improper/fraudulent/unauthorized/duplicate/erroneous use of the Card and/or the PIN. Bank will not be liable for any consequences connected with the use/misuse of the Card by any third party due to the Card falling in the hands of any third party or the PIN coming to the knowledge of the third party. If any third party gains access to the services, including the account, the Cardholder will be responsible and shall indemnify Bank against any liability, costs or damages arising out of such misuse/ use by third party based upon or relating to such access and use or otherwise.
5. **Security of Card and Loss of Card:** - The Cardholder is responsible for the security of the Card and shall take all steps towards ensuring the safekeeping of the same. In case Card is misplaced, stolen or otherwise lost, the Cardholder agrees to immediately report the incident in writing to the Bank and/or call up Customer support Number. Further in the event, Bank determines that the aforementioned steps are not complied with, financial liability on the lost or stolen Card would rest with the Cardholder only.
6. **Closing of Account:** - The Cardholder wishing to close the designated account will first have to give application, in writing, and surrender the Card along with the application.
7. **Validity of the Card:** - The validity of the Card is printed on the face of the Card. The Card is valid upto the last date of the month of expiry mentioned on the Card.
8. **Renewal of Card:** - The Bank will automatically renew the Card on the expiry of the validity period mentioned on the Card. Thus, it should be ensured by the Cardholders to update their KYC and registered address with the Bank, as required, from time to time to avoid rejection at the renewal. The Card applied for the first time or at the renewal will be collected by the customer from the home branch along with PIN in a sealed envelope.
9. **Contact Centre:** - For more information and help, please call the home branch or any of our branches or visit our website: <https://www.vcnb.co.in>.

10. **Notification of Changes:-** Bank shall have the absolute discretion to amend, delete or supplement any of the terms, features and benefits offered on the Card.
11. **Governing Law and Jurisdiction:** Bank and Cardholder agree that any legal action, suit or proceedings arising out of terms & conditions shall be brought in the courts or tribunals at Delhi in India. These terms shall be governed by and construed in accordance with the laws of India.
12. **Quality of Goods and Services:-** Bank shall not, in any way, be responsible for merchandise, merchandise warranty or services purchased or availed of by the cardholder using Card, including on account of delay in delivery/ non-delivery/ non-receipt of goods or receipt of defective goods by the Cardholder. It must be distinctly understood that the Card is purely a facility to the Cardholder to purchase goods and/ or avail of services. Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise.
13. **Other important terms and conditions**
- a) The Card service is meant for withdrawals/purchases against the balance already available in the designated account.
 - b) The bank may at its discretion, refuse any application for the issue of Card without assigning any reason thereof.
 - c) The Card is the property of the Bank and will be returned by the Cardholder unconditionally upon request by the Bank. The Bank reserves the right to cancel the Card and stop its operations unilaterally without assigning any reason. The decision of the Bank is conclusive and binding upon the Cardholder. The Card is Non-transferable.
 - d) Use of Card shall be terminated upon receiving intimation of death, bankruptcy or insolvency of the Cardholder or on receipt of a letter from any one of the joint account holders changing the operative clause, receipt of an attachment order from Competent Authority or for other valid reasons or when whereabouts of the Cardholder become unknown to the bank due to any cause attributable to the Cardholder. The Cardholder may discontinue/terminate the Card any time by a written notice to Bank accompanied by the return of the card cut into two pieces diagonally.
 - e) The bank is not responsible/liable for the failure of any ATM to dispense cash or if the customer is unable to withdraw cash due to any reason whatsoever.
 - f) The bank is not responsible/liable for the failure of any transaction made at merchant establishments or online due to any reason whatsoever. The Bank is not responsible for the refusal of any ME to accept or honour the Card. The Cardholder must resolve any dispute or claim with ME regarding the merchandise. The existence of the claim or dispute shall not relieve the Cardholder of his/her obligation to pay all the charges due to the Bank and the Cardholder agrees to pay promptly such charges. Moreover, no claim by the Cardholder against ME is subject to set off or counterclaim against the Bank. The Cardholder's account will be credited only on receipt of money from the ME or the acquirer entity. The Cardholder will collect the cardholder's copy of the transaction receipt from ME/ATM and preserve the same for his/her personal record.
 - g) The Bank shall not be liable for any loss caused by technical breakdown of the payment system.
 - h) The Cardholder shall not countermand an order which he or she has given by means of his card.
 - i) If any insurance cover is offered by a particular Card Network [viz. Rupee], then it will be governed by the terms & conditions of the said Card Network. The Cardholder specifically acknowledges that he/she shall not hold Bank responsible for any matter arising out of or in conjunction with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise. However, all such matters shall be addressed to and sorted out directly with the insurance company/Card Network. Please visit the Card Network's website for details.
 - j) **OTP CLAUSES-** As per RBI directives for additional security for online transactions with the OTP based authentication, The Vaish Cooperative New Bank Ltd. allows online payment transactions through debit card more secure where OTP serves as a "second -factor password" in addition to PIN/CVV to ensure the account's security. All the transactions with use of such passwords will be binding upon the Cardholder.
 - k) The Bank may send any communication, Password/PIN (as defined hereinafter) or any other information to the customer's registered mobile number or any other mobile number which it may have in its records. In case of multiple accounts held with the bank, the bank has the right to update the customer's registered mobile number from any account held with the bank by the customer.
 - l) The Bank will not be responsible in case the customer lapses in safe keeping of the password/PIN/OTP/Code or in case of misuse or unauthorized use of the PIN/OTP/Code.
 - m) The Bank is not responsible for any failure in the transaction on account of any problem with the Customer's mobile phone network or any other issue in the mobile phone or the SIM card of the Customer, over which the Bank has no control.
 - n) In case of any loss or theft of the Customer's mobile phone and/or SIM card, the Customer shall de-register or block such mobile phone and/or the SIM card with its service provider and the Bank. The Bank will not be responsible for any unauthorized use of mobile or SIM card on account of such loss or theft.

Terms and Conditions for Mobile Banking Service

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 The Vaish Co-operative New Bank Ltd.

1.3 "MPIN"- shall mean the Personal Identification Number (password) for the Mobile Banking Service.

1.4 "MBS" -shall mean Mobile Banking Service of the Bank and includes the IMPS service over the Bank application downloaded by the user/account holder of the bank on his/her mobile phone from authorized source.

1.5 "Mobile Phone Number"- shall mean the Mobile Number that has been used by the Customer to register for the Mobile Banking Facility.

1.6 "BANK"- shall mean The Vaish Co-operative New Bank Ltd. or any successor or assigns.

1.7 "RBI" shall mean Reserve Bank of India

1.8 "NPCI" shall mean National Payments Corporation of India

1.9 "IMPS" shall mean Immediate Payment Service

1.10 "UPI" shall mean to Unified Payment Interface

2. Applicability of Terms and Conditions- No Customer is entitled to use the MBS without understanding and agreeing to the Terms and Conditions for Mobile Banking Service. By using the MBS, the Customers thereby agree and consent to these Terms and Conditions which form the contract between the Customer and Bank. MBS 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.

3. General Business Rules Governing Mobile Banking Service -The following Business rules will apply to the MBS.

3.1 The Facility will be available to Customers having active and KYC compliant Savings/ Current/Overdraft Account with the Bank.

3.2 The daily upper limit per Customer shall be Rs.25,000/- each for IMPS & UPI for fund transfer, bill payment and merchant payment within an overall calendar month limit of Rs.7,50,000.00 for each product when the service is used over the mobile application within India.

3.3 Entering the wrong MPIN/password thrice will block the MBS to the Account for the next 24 hours and three such consecutive blockages will de- activate the Facility. Customer will be required to contact Home Branch for re-registration of the MBS.

3.4. Any change in the business rules of any of the processes will be notified on Bank's website www.vcnb.co.in or Bank's branches, which will be construed as sufficient notice to the Customer.

3.5 There will be no obligation on Bank to support all the versions of existing Mobile Phone operating Systems and new versions of mobile phone Operating Systems as and when those are released. Bank can withdraw support to existing version of operating system without prior notice to users.

3.6 In case of a joint account where mode of operation is "Either or Survivor" or "Anyone or Survivor" any of the joint account holders can use the Facility. The transactions in such accounts shall be binding on all the joint account holders, jointly and severally. The Customers are bound to advise the Bank separately of any changes in the mode of operation in an Account and get it effected for necessary modifications to the Application. Accounts where mode of operation is "joint" as also accounts in the name of minor are not eligible for MBS.

In case of current accounts where mode of operation is "anyone can operate" any of the signatory duly authorised by all signatories in the account can use the facility. The transactions in such accounts shall be binding on all the

Account Holders/partners/Directors/trustees/ Co-Parceners of the account individually and severally. Current Accounts where mode of operation is "joint" are not eligible for MBS.

3.7 The Bank reserves the right to reject a Customer's request for MBS without assigning any reasons.

3.8 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.

3.9 The Customer can request for termination of the Facility by submitting an application with the Home Branch of The Vaish Cooperative New Bank Ltd. for de-registration of Mobile Banking Services. Alternatively, the Customer can stop /freeze all debits in the said account by using the feature 'Manage Transaction Option' provided in the mobile application. The Customer shall remain accountable for all the transactions in the designated account made prior to the confirmation of any such de-registration made by the Bank. It shall be the Bank's endeavour 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 MBS, 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.

3.10 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 while registering for the facility, the Customer:

4.1 agrees to use the MBS 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 have been enabled for MBS for all transactions/services undertaken by using MPIN/password.

4.3 authorises the Bank to map the account number, User ID and 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.

4.4 agrees that he/ she is aware and accepts that MBS offered by the Bank will enable him/her to transact using MPIN/password 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 as these are transacted instantaneously/ in real time.

4.6 understands and explicitly agrees that Bank has the absolute and unfettered right to revise the prescribed ceilings / limits from time to time which will be binding upon him/her.

4.7 agrees to use the facility on a mobile phone which is properly & 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, 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. Hence, the Customer is solely responsible for maintenance of the secrecy and confidentiality of the MPIN/Password without any liability to the Bank.

4.9 User agrees that dispute resolution shall be as per the guidelines issued by Bank or NPCI/RBI from time to time.

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 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 The instructions of the Customer shall be effected only after authentication under his/her USER ID and MPIN (password) or through any other mode of verification as may be stipulated at the discretion of the Bank.

5.4 While it shall be the endeavour of the Bank to carry out the instructions received from the Customers promptly, it shall not be responsible for the delay/ failure in carrying out the instructions due to any reasons whatsoever including failure of operational system or due to any requirement of law. The Customer expressly authorizes the Bank to access all information relating to his/her account 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.

5.5 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.

5.6 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.

5.7 The Customer understands that the Bank may send "rejection" or "cannot process" messages for the service request(s) sent by the Customer which could not be executed for any reason.

5.8 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.

5.9 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 or password. 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 for such transaction is received from him/ her.

5.10 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.

5.11 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.

6. 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 it may change the fee structure at its discretion. The display of such charges on Bank's websites or any of its branches would serve as sufficient notice and the same shall be 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 action taken based on that information. The Bank will endeavour to correct the error promptly, wherever possible, on a best effort basis, if the customer reports such error in information.

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 an information provided by the Bank found to be not correct.

8. Responsibilities and obligations of the Customer:

8.1 The Customer will be responsible for all transactions, including unauthorised /erroneous/ wrong/ incorrect/mistaken/false transactions made through the use of his/ her mobile phone, SIM card and MPIN, 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 Mobile Application and his/her mobile phone are not shared with anyone and shall take immediate action to initiate steps to change his/her MPIN/password or de-register from MBS as per procedure laid down in case of misuse of the mobile phone/MPIN (password). In case of theft/loss of mobile phone, the customer shall immediately take steps to block its SIM card with the concerned telecom service provider and shall also take action to de-register MBS from the Bank.

8.3 The Customer will use the services offered under the Facility using the MPIN/password 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/password 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 In case the Customer suspects misuse of MBS, he/ she shall immediately stop/freeze all the Debit Transactions from his /her account by using the option "Manage Transactions" available in MBS.

8.6 The Customer accepts that any valid transaction originated from the USER ID and / or registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by the MPIN/password is duly and legally authorized by the Customer.

8.7 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 website and at the branches and would be responsible for taking note of / compliance of such information/ modifications in making use of the Facility.

8.8 The Customer shall be liable for all losses or breach of the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure to advise the Bank within a reasonable time about any unauthorised access in the account.

8.9 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.

8.10 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 MBS 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 MBS. 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 conducted through this Facility.

8.11 The Customer shall be responsible for any transfer of funds through use of MBS for any illegal activities.

9. Disclaimer:

9.1 The Bank, when acting in good faith, shall be absolved of any liability in case: a] 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 by the Customer or due to reasons beyond the control of the Bank. b] 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. c] 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. d] 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.

9.2 The Bank, its employees, agent or contractors, shall not be liable for 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.

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

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, damages, costs, charges and expenses which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of or in connection with any services provided to the Customer pursuant hereto. The Customer shall indemnify the Bank for unauthorized access by any third party to any information/instructions/triggers given by the Customer or breach of confidentiality.

11. Governing Law & Jurisdictions

11.1 The Facility and the terms and conditions of the same are governed by the applicable laws in India.

11.2 Any dispute or claim pertain to the Facility and /or the terms and conditions herein are subject to the exclusive jurisdictions of competent courts/tribunals/forums in Delhi and the Customer agrees to such exclusive jurisdictions in Delhi.