



ಕರ್ನಾಟಕ ಗ್ರಾಮೀಣ ಬ್ಯಾಂಕ್  
Karnataka Gramin Bank  
(A scheduled Bank Established by Govt of India-  
Sponsored by Canara Bank)

## **Terms and Conditions for Mobile Banking Facility 'Karnataka Gramin Bank-mPAY'**

### **Definitions:**

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

*Account:* Shall mean account at the bank which has been registered for Mobile banking facility

*Customer:* The holder of a bank account in Karnataka Gramin Bank

*MPIN:* Shall mean the Personal Identification Number (Password) for the Mobile banking Facility

*Karnataka Gramin Bank-mPAY:* Shall mean Mobile banking facility offered by Karnataka Gramin Bank

*MBF:* Mobile Banking Facility

*GPRS:* General Packet Radio

*Service SMS:* Short messaging

*Service WAP:* Wireless Application

*Protocol*

*USSD:* Unstructured Supplementary Service Data

*Bank:* Shall mean Karnataka Gramin Bank or any successor or assign

*Mobile Phone Number:* Shall mean the Mobile number that has been used by the customer to register for the Facility.

*Application:* Shall mean the Bank's Mobile Banking Application which will be downloaded on to the mobile Phone of the Customer

*Application password:* Shall mean password used to login to the Mobile Banking Application

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

By using Karnataka Gramin Bank-mPAY, the Customer thereby agrees to these Terms and Conditions, which form the contract between the Customer and Bank. Karnataka Gramin Bank-mPAY shall be governed by such terms and conditions as amended by the Bank from time to time. These terms and conditions shall be in addition to and not in derogation of other terms and conditions relating to any account of the Customer and/or the respective product or the service provided by the Bank unless otherwise specifically stated.

### **General Business Rules Governing Mobile Banking Facility:**

The following Business rules will apply for Karnataka Gramin Bank-mPAY:

1. The facility will be available to customers having a satisfactorily running Savings/ Current/Overdraft account with the Bank.
2. The facility will not be offered to Non Resident Indians.
3. The daily upper ceiling per customer shall be Rs.50,000/- per Channel for funds transfer. And, the daily upper ceiling per customer shall be Rs.50,000/- for Funds Transfer when the facility is used over GPRS/MOBILE DATA/WAP.
4. Entering the wrong MPIN thrice continuously will block the Karnataka Gramin Bank-mPAY facility for the day. Customer has to contact the Branch for resetting the same. Any change in the business rules of any of the processes will



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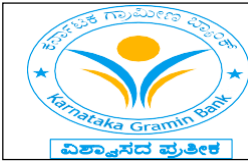
be notified on Bank's website [www.karnatakagraminbank.com](http://www.karnatakagraminbank.com) which will be construed as sufficient notice to the customer.

5. The Bank reserves the right to reject a Customer's application for Karnataka Gramin Bank-mPAY without assigning any reasons.
6. The Bank shall suspend the registration of any Customer if the facility has not been activated/accessed by the Customer for three months or more. If the facility has not been accessed for six months or more, the registration of the Customer will be locked.
7. The Customer can request for termination of the Facility by visiting branch. The Customer shall remain accountable for all the transactions on the designated account made prior to confirmation of any such cancellation request. 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 due to maintenance or repair work or any breakdown in the Hardware/ Software for MBF, any emergency or for security reasons without prior notice and the bank shall not be responsible for any loss/damage to the customer.
8. The services offered under the Facility will be automatically terminated if the primary account linked for the Mobile Banking facility is closed. The Bank may also terminate or suspend the services under the Facility without prior notice if the customer has violated the terms and conditions laid down by the Bank or on the death of the Customer when brought to the notice of the Bank.

**Usage of Facility:**

By registering the customer for Karnataka Gramin Bank-mPAY facility, the customer:

1. Agrees to use Karnataka Gramin Bank-mPAY for financial and non-financial transactions offered by the Karnataka Gramin Bank from time to time and irrevocably authorizes the Bank to debit the Bank Accounts which have been enabled for Karnataka Gramin Bank-mPAY for all transactions/services undertaken using MPIN.
2. Authorizes the Bank to map the account number, MPIN, Application password and mobile phone number for the smooth operation of the facility 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.
3. Agrees that he/she is aware and accepts that facility 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. Agrees that the transactions originated using the mobile phones are non-retractable as these are instantaneous/real time.
5. 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.
6. 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.
7. 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 Phone Number, MPIN or any other method decided at the discretion of the Bank which may not be recognized under the IT Act, 2000 for authentication of electronic records and this is acceptable and binding to the customer and hence the customer is solely

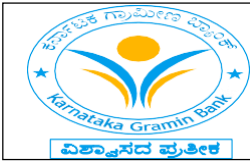


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responsible for maintenance of the secrecy and confidentiality of the MPIN without any liability to the Bank.

**Others:**

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.
2. The Bank reserves the right to decide what facilities may be offered. Additions/deletions to the facilities offered are at its sole discretion.
3. The instructions of the Customer shall be effected only after authentication under his/her Mobile phone number and MPIN or through any other mode of verification as may be stipulated at the discretion of the Bank.
4. 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. Transaction processing time:  
Instantaneous Transactions:  
All the instructions for instantaneous transactions received before the cut off time of the specified transaction, will be given effect to instantaneously unless until some processing work or maintenance activity is being done or some unavoidable circumstances beyond the control of the Bank occur. E.g.: Fund Transfer, Third Party Fund Transfer, stop payment etc.  
Non-Instantaneous Transactions:  
In respect of Non-instantaneous transactions and transactions requiring manual intervention by the branch, the Bank would endeavor to give effect to such transactions at the earliest: E.g.: Cheque Book Request etc.
6. 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.
7. 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.
8. 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 whatsoever reason.
9. 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.
10. The Customer expressly authorizes the Bank to carry out all requests / transactions purporting to have been received from his/her mobile phone number and authenticated with his/ her MPIN. In the case of funds transfer facilities the customer shall be deemed to have expressly authorised the Bank to make the payment when a request is received from his/ her mobile phone number.
11. It is the responsibility of the Customer to advise the Bank of any loss/ theft of Mobile Phone/SIM by adopting the procedure laid down by the Bank for the purpose.



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12. When Customer changes his Mobile Phone Number/is No longer using the Mobile Phone Number - customer shall take immediate action to deregister from Karnataka Gramin Bank-mPAY.

13. It is the responsibility of the customer to disclose his non residency status to the branch in case there is change in residency status (not in India) of the customer.

14. The Telecom Service provider of the customer may levy charges for SMS/USSD/GPRS/MOBILE DATA/WAP channels and the Bank is not liable for any dispute that may arise between such telecom service provider and the customer.

#### **Fee structure for the Facility:**

The Bank reserves the right to charge the Customer a fee for the use of the services provided under the Facility and change the fee structure at its discretion. Display of such charges on Bank's websites would serve as sufficient notice and the same is binding on the customer.

#### **Accuracy of Information:**

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 the information. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.

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.

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 inaccurate information provided by the Bank.

#### **Responsibilities and obligations of the customer:**

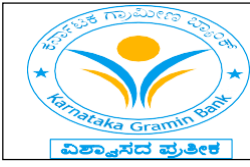
1. The customer will be responsible for all transactions, including fraudulent / erroneous transactions made through the use of his/ her SIM card/Mobile phone number and MPIN, regardless of whether such transactions are in fact entered into or authorized by him/ her. The customer will be responsible for the loss/damage, if any suffered.

2. When Customer changes his Mobile Phone Number / is No longer using the Mobile Phone Number - customer shall take immediate action to deregister from Karnataka Gramin Bank-mPAY.

3. The Customer shall take all steps possible to ensure that his/her mobile phone is not shared with anyone and shall take immediate action to de-register from Karnataka Gramin Bank-mPAY as per procedure laid down in case of misuse/ theft/loss of the SIM card/Mobile Phone.

4. The Customer will use offered facility using the MPIN in accordance with the procedure as laid down by the Bank from time to time.

5. The Customer shall keep the Application password and MPIN confidential and will not disclose these to any other person or will not record them in a way that would compromise the security of the facility.



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6. It will be the responsibility of the Customer to notify the Bank immediately if he/ she suspect the misuse of the MPIN. He will also immediately initiate the necessary steps to change his MPIN.
7. If the Mobile Phone Number or SIM is lost, the user must immediately take action to deregister from the facility.
8. 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.
9. The Customer shall keep himself/herself updated with regard to any information / modification relating to the services offered under the facility which would be publicized on the websites and at the branches and would be responsible for the same.
10. The Customer shall be liable for all loss on breach of the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure to advise the Bank within a reasonable time about any unauthorized access in the account.
11. 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.

**Disclaimer:**

The Bank, when acting in good faith, shall be absolved of any liability in case:

1. 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.
2. 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.
3. 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.
4. There is any lapse or failure on the part of the service providers or any third party affecting the said facility and that the Bank makes no warranty as to the quality of the service provided by any such provider. The Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, the Bank's system or the network of any service provider and/or any third party who provides such services as is necessary to provide the Facility.
5. The Bank will not be responsible if Bank's mobile banking application is not compatible with/ does not work on the mobile handset of the Customer.



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**Indemnity:**

In consideration of the Bank providing these facilities, 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.