

Terms & Condition of DiGi KaGB

Definitions

In this document the following words and phrases have the meaning set unless the context indicates otherwise.

The Bank refers to Karnataka Gramin Bank, a Banking body corporate constituted under the Regional Rural Bank Act 1976 and as notified by Government of India and having its registered office at #32, Sangankal Road, Gandhinagar, Ballari Karnataka, India and having branches/offices in Karnataka state. The term includes the successors and assigns of Karnataka Gramin Bank.

DiGi KaGB is the trade name of Bank's Digital mobile Application Service, which provides access to account information to the Bank's customers through the mobile phones.

user refers to a customer (Registered for mobile alerts) of the Bank authorized to use DiGi KaGB for availing any of the above services of the Bank.

New user- Resident individuals of Indian nationality who wish to open accounts with any branch of Bank on-line through DiGi KaGB

Account refers to the user's Savings and/or Current Account and/or any other type of account so designated by the Bank to be eligible account (s). All of these accounts should be Primary Account. The user should be the main account holder and registered for mobile alerts

Personal Information refers to the information about the user obtained in connection with the DiGi KaGB service.

Terms refer to Terms and Conditions for use of DiGi KaGB as specified in this document. In this document, all references to the user being referred in masculine gender will also include the feminine gender.

Applicability of Terms

These Terms form the contract between the user and the Bank. By applying for DiGi KaGB and accessing the service the user acknowledges and accepts these Terms. These Terms will be in addition to and not in derogation of the Terms and conditions relating to any account of the customer.

Registration for DiGi KaGB

The Bank may offer DiGi KaGB to users at its discretion through internet app stores or Banks website. The customer would need to be a current Internet user or have legal access to the Internet and knowledge of how the Internet works. DiGi KaGB should be registered on-line through the user's mobile device with registered mobile number. The user will be asked to enter a MPIN for the first time from the registered mobile, which will be used in further logins. The Bank will advise time to time about DiGi KaGB mobile device support. There will be no obligation on the Bank to support all type of mobile device.

The activation process shall be carried out based on parameters fixed by the Bank from time to time. An OTP via SMS shall be initiated to the user's mobile device with registered mobile number for verification. Alternatively, an option will be available to the user to get the OTP in his

registered email address with the Bank. The verification of user will be done based on the OTP entered into application. The user shall bear the costs for the SMS as charged by the respective mobile service provider.

DiGi KaGB Service

The Bank shall endeavour to provide to the user through DiGi KaGB, services such as enquiry about the balance in his account(s), details about transactions, Statement of Account. These facilities shall be offered in a phased manner at the discretion of the Bank. The Bank may also make additions/deletions to the services offered through DiGi KaGB at its sole discretion

The Bank shall take reasonable care to ensure the security of and prevent unauthorized access to the DiGi KaGB using technology reasonably available to the Bank. The user shall not use or permit to use DiGi KaGB or any related services for any illegal or improper purposes.

DiGi KaGB Access

The user would be prompted to register MPIN by the Bank in the first instance. The user can change the MPIN assigned by the Bank through DiGi KaGB. As a safety measure the user shall change the MPIN as frequently thereafter as possible.

The activation process shall be carried out based on parameters fixed by the Bank from time to time. An OTP via SMS shall be initiated to the user's mobile device with registered mobile number for verification. Alternatively, an option will be available to the user to get the OTP in his registered email address with the Bank. The verification of user will be done based on the OTP entered into application. The user shall bear the costs for the SMS as charged by the respective mobile service provider.

Accuracy of Information

If the user notices an error in the account information supplied to him through DiGi KaGB or by the use of any of the DiGi KaGB services, he shall advise the Bank as soon as possible.

Liability of the user and the Bank

The user shall be liable for some or all loss from unauthorized information's in the DiGi KaGB accounts if he has breached the Terms or contributed or caused the loss by negligent actions such as the following:

- Keeping a written or electronic record of MPIN
- The Personal Information lose from the mobile device due to device or telecommunication security breach
- Disclosing or failing to take all reasonable steps to prevent disclosure of the DiGi KaGB MPIN to anyone including Bank staff and/or failing to advise the Bank of such disclosure within reasonable time
- Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in the DiGi KaGB accounts.

The Bank shall not be liable for any unauthorized information sharing through the use of DiGi KaGB which can be attributed to the fraudulent or negligent conduct of the user.

The Bank shall in no circumstances be held liable to the user if DiGi KaGB access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or Internet or network failure or power failure, 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.

Indemnity

The user shall indemnify and hold the Bank harmless against any loss suffered by the Bank, other customers or a third party or any claim or action brought by a third party which is any way the result of the improper use of the DiGi KaGB by the user and due to other factors beyond the control of the Bank.

Disclosure of the Personal Information

The user agrees that the Bank or its contractors may hold and process his Personal Information on mobile or otherwise in connection with DiGi KaGB services as well as for statistical analysis and credit scoring. The user also agrees that the Bank may disclose, in strict confidence, to other institutions, such "Personal Information" as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

The Bank shall take reasonable care to ensure the security of and prevent unauthorized access to the DiGi KaGB using technology reasonably available to the Bank. The user shall not use or permit to use DiGi KaGB or any related services for any illegal or improper purposes.

- for participation in any telecommunication or electronic clearing network
- in compliance with a legal directive
- for credit rating by recognized credit scoring agencies
- for fraud prevention purposes

Proprietary Rights

The user acknowledges that the software underlying the DiGi KaGB SERVICE as well as other Internet related software which are required for accessing DiGi KaGB are the legal property of the respective vendors. The permission given by the Bank to access DiGi KaGB will not convey any proprietary or ownership rights in the above software. The user shall not attempt to modify, translate, disassemble, de-compile or reverse engineer the software underlying DiGi KaGB or create any derivative product based on the software.

Change of Terms and Conditions

The Bank has the absolute discretion to amend or supplement any of the Terms at any time and will endeavour to give prior notice of fifteen days for such changes wherever feasible except for changes to interest rates and/or other variations that are subject to market changes. The Bank may introduce new services within DiGi KaGB from time to time. The existence and availability of the new functions will be notified to user as and when they become available. The changed Terms and conditions applicable to the DiGi KaGB services shall be continued to the user. By using these new services, the user agrees to be bound by the Terms and Conditions applicable.

Non-Transferability

The grant of facility of DiGi KaGB to a user is not transferable under any circumstances and shall be used only by the user.

Termination of DiGi KaGB Service

The Bank may withdraw the DiGi KaGB facility provided to a user at any time without assigning any reason and no prior notice shall be required to be given to the user in this regard. The user shall remain responsible for any transactions made on his DiGi KaGB account(s) through DiGi KaGB prior to the time of such cancellation of the DiGi KaGB Service. If the DiGi KaGB service is withdrawn by the Bank for a reason other than the breach of the Terms and conditions by the user, the Bank's liability shall be restricted to the return of the annual charges, if any, recovered from the user for the period in question.

The closure of all DiGi KaGB accounts of the user will automatically terminate the DiGi KaGB service.

The Bank may suspend or terminate DiGi KaGB facilities without prior notice if the user has breached any of these Terms and conditions or the Bank learns of the death, Bankruptcy or lack of legal capacity of the user.

Notices

Notices under these Terms and Conditions may be given by the Bank and the user, electronically to the mailbox of either party. Such notices will be regarded as being in writing. In writing by delivering them by hand or by sending them by post to the last address given by the user and in the case of the Bank to the address mentioned below:

Karnataka Gramin Bank,
Head Office: #32
Sangankal Road, Gandhinagar,
Ballari, Karnataka, India 583103.

In addition, the Bank may also publish notices of general nature, which are applicable to all users of DiGi KaGB on its web site. Such notices will have the same effect as a notice served individually to each user.

Governing Law

The rights and obligations of the Parties under, or pursuant to, these Terms and conditions shall be under the exclusive jurisdiction of the courts located in Karnataka. These Terms and conditions and/or the operations in the accounts of the user maintained by the Bank and/or the use of the services provided through DiGi KaGB shall be governed by the laws of the Republic of India and no other nation. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the DiGi KaGB Service can be accessed through Internet by a user in a country other than India shall not be interpreted to imply that the laws of the said country govern these Terms and conditions and/or the operations in the DiGi KaGB accounts of the user and/or the use of DiGi KaGB

General

The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause. The user shall not assign this agreement to anybody else.

The Bank may sub-contract and employ agents to carry out any of its obligations under this contract. The Bank may transfer or assign its rights and obligations under this contract to any company.

Account opening through DiGi KaGB

The facility provides opening of savings account for Resident Indian individuals only. The process flow for opening of the account on-line through DiGi KaGB is as provided in the on-line application form

The account number allotted to the New user on filling up the online application shall be in debit freeze status to avoid any unauthorized transactions. Transactions shall be permitted in the account post activation of the account after completion of all account opening formalities. In case documents submitted/uploaded by the New user do not comply with the KYC guidelines of the Bank, Bank is entitled to reject the application of the New user and Bank will not be liable to pay any interest on amounts , if any , deposited in the account by the New user and the amounts so deposited shall be refunded by the Bank to the source account.

In case the New user fails to complete the account opening formalities within 30 days of filling up of the on-line application, the Bank reserves the right to reject the account opening request and disable the "DiGi KaGB" facility granted to New user, without further notice. · The New user shall make initial payment to the account opened with the Bank only from an account held in his own name with any other Bank

The Bank shall have the unfettered right to close the account if it comes to the notice of the Bank or the Bank has a reasonable apprehension that any information submitted or representation made by the New user is false /in correct/misleading.

The New user agrees and acknowledges that the Bank may at its sole discretion and without notice to the New user discontinue/terminate/cancel /modify the account opening service if in the opinion of the Bank continuation of the service is prejudicial to the interests of the Bank and Bank shall not be liable to the New user for any consequences including but not limited to compensation for loss , if any, incurred by the New user due to closure of the account . The New user shall indemnify and keep the Bank indemnified against any loss /damage/expenses that may be suffered /incurred by the Bank on account of dishonour of cheques after the closure of account.