

# The Surat People's Co-op. Bank Ltd.

Fetd - 1022

Julti State Scheduled Bank

Regd./Central Office:'Vasudhara Bhavan', Timaliyawad, Nanpura, Surat - 395001
Tele.: (+91-0261) 2464621 to 4624 FAX : (+91-0261) 2464577/92
e-mail : info@spcbl.in Toll Free : 1800 233 7722 website : www.spcbl.in

# MOBILE BANKING FORM

	Signature of 1st Holder	r	Signature	of 2nd Holder	Signature of 3rd Holder
Date:					Place:
4. I / We my/ou Servic	understand that I / We shall be re				king facility and hence shall be liable to pay charges d not be responsible / liable for any such levied by
3. I / We				ssword and / or mPIN to any	one. The complete secrecy of above password is m
2. I / We		ne 'TERMS & CON	DITIONS' relate		rs on Bank's website www.spcbl.in and in the rever
1 I / We	confirm to download the Mobil	le Banking Software	e as directed by	the Bank through SMS or the	rough any other mode
Sr.	Br. Code	Nan	ne of the Ac	count Holder	Account Number
	•	Please refer the condit	ion overleaf) (Ple	ease ensure that all stated acco	unts have the same Customer ID (CIF) of the applican
Existi	ng Accounts		<u> </u>		
			e_mail:		Tele.:
			City:	State:	Pin Code:
	Communication	1			
	ctions "Either or Surviv				
	e give the choice of Acce of Joint Account with				
Prima	ry Account Number				
-	mer ID (CIF)				
	tered Mobile Number s/SMS will be sent on t	this nos.)			
(In Bl	ock Letters)				
Name	of Account Holder				
/ We 1	request you to arrange t	to provide / ren	nove above	facility of Mobile B	anking as per details below:
	De-Registration of SPCB Mobile	2	,	De-Linking Bar	nk Accounts with existing SPCB – Mobile Banking
	Application for SPCB Mobile – l	Mobile Banking Facil	lity	Linking Bank A	accounts with Existing SPCB – Mobile Banking

Clerk / Cashier / Officer

Name:

Manager / Senior Manager / Chief Manager

Name:

Date of Posting in CBS:

Branch:

Date:

# **Terms and Conditions:**

- 1. Transactions initiated through Mobile Banking application are irrevocable; Bank shall not entertain any request for revocation of transaction or stop payment request for transactions initiated through Mobile Banking.
- 2. Customers shall not use Mobile Banking Channel for transfer of funds for illegal activities.
- 3. Customer shall be responsible for the safe custody and security of the Mobile Banking application downloaded on their mobile phones to avoid unauthorized usage and should immediately inform Bank for disabling of Mobile Banking services in case of loss or theft of mobile phone.
- 4. Customers should NOT share their application passwords and mPIN with anyone including Bank's staff / associate / representative.
- 5. Customer shall abide by the limits imposed by Bank on maximum number of transactions and maximum amount permitted through Mobile Banking. Bank reserves the right to change the number of transactions and amount any time. Bank shall not be responsible for any loss to customers arising out of usage of Mobile Banking.
- 6. Bank shall be at liberty to affect any changes in Term and Conditions from time to time.
- 7. Mobile banking will be activated on registered mobile number and all the alerts/SMS will be sent on this number only.

#### Eligibility

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Sr.	Type of Account	Constitution	Mode of Operation	Eligibility	
1.	Saving Bank Account	aving Bank Account Single		Account Holder is Eligible.	
2.	Saving Bank Account	Joint	Either or Survivor	As per Choice of all account holders.	
				Application to be signed jointly	
3.	Saving Bank Account	Joint	Jointly	Not eligible.	
4.	Saving Bank Account	Minor	Single	Above the age of 10 is eligible	
5.	Current Account	In the Name of Self, Single	Single	The account holder is eligible.	
6.	Current Account In the Name of firm – single		Single	The Account holder is eligible	
7.	Current Account	Partnership Firm / Company	Any one Partner / Director	The person authorized to operate.	
				All Partner / Director will sign the application.	
8.	Current Account	Partnership firm	Jointly operated	NOT Eligible	
9.	CC/OD A/c against FD	Single	Single	Account holder is eligible	
10.	CC/OD A/c against FD	Joint	Either or Survivor	As per choice of all account holders.	
				Application to be signed jointly.	
11.	CC/OD A/c against FD	Joint	Jointly	Not Eligible.	

#### Linking of Accounts (Provided Customer ID of the primary account holder and "to be linked" account are same)

No.							
	Primary Account With	SB (Single)	SB (Jt / EoS)	SB A/c Jointly	CA A/c (Self &	CA A/c (Firm &	CA A/c Any
	Mobile Banking				Single)	Single)	Partner Jointly
1.	SB or CA A/c holder only	<b>√</b>	<b>✓</b> With Consent	Х	<b>√</b>	Х	X

# Disclaimer:

It is the Customer's responsibility to ensure that the bank's mobile banking application is compatible with his/her mobile phone/handset. For whatever damage or loss, if any, incurred by the customer due to downloading of the Bank's Mobile Banking software in his/her mobile phone, he/she shall be solely responsible. Further, the Customer shall be solely responsible / liable in keeping his/her application password and MPIN confidential to prevent unauthorized access/use of his/her mobile banking facility by any third party. For any payment effected by the Bank to a beneficiary based on the information received by the Bank from the Customer's mobile number registered in the Bank 's record for mobile banking facility, the customer shall be solely responsible/liable in any manner whatsoever for any loss, claim, liability as the case may be or incidental thereto.

# **Declaration:**

I/we affirm, confirm and undertake that I/We have read and understood the Terms and Conditions for usage of the SPCB Mobile Banking services and agree to them. I/We am/are aware that the usage of SPCB—Mobile Banking is governed by the terms and conditions which are available on <a href="www.spcbl">www.spcbl</a>. In or any other site specified by SPCB and I/We have reviewed the contents of the same. I/We accept and agree that I/We are aware of the contents of the terms and conditions and that all my/our rights and liabilities would be governed by the said terms and conditions by my/our act of accessing, I/We agree to adhere and comply regulation / practices set by telecom authority/regulatory/banking authority / Government of India / local / State Government, Etc., towards mobile operations & associated banking activities. I/We thereby agree to be subject to and comply with all the provisions of the terms and conditions which are incorporated by reference herein and demand to be part of this application form to the same extent as if such provisions had been set forth in full herein. The Customer agrees that the Bank shall not be held liable and shall be absolved from all liabilities whatsoever, if due to any reason beyond the control of the Bank, The Bank is unable to receive or execute any of the requests from the Customer or there is loss of information during the process of transmission or processing. The Customer further agrees that he/ she shall not hold the Bank responsible/liable for any loss whatsoever incurred to the Customer due to any failure or delay in transmission of information, if 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, error in transmission of information, or message to any from the telecommunication equipment of the Customer or the Bank's System.

Signature of 1st Holder





Signature of 2nd Holder





Signature of 3rd Holder





# SPCB Mobile Banking Terms & Conditions (To be signed by all the Account holders)

**IMPORTANT:** Please note carefully the User's duties laid down in the Terms set out herein below. If the User commits a breach of the duties, the User may be liable for the transactions even if the User did not authorize them.

#### 1. Definitions:

In these terms & conditions, the following terms shall have the meaning set below unless the context indicates otherwise.

'Accounts' shall mean Savings Bank/Current Account or any other type of account so maintained by the customer with The Surat People's Co-op Bank Ltd., for which the facility is being offered or may be offered in future.

'Primary Account' means the main account of the customer for which the facility is being offered.

'Customer' shall mean a customer of The Surat People's Co-op Bank Ltd., or any person who has applied for any product/service of The Surat People's Co-op Bank Ltd.

'The Surat People's Co-op BANK Ltd' refers to The Surat People's Co-op Bank Ltd., a Co-operative bank registered under and having its Registered Office at "Vasudhara Bhavan" Timaliyawad, Nanpura, Surat - 395001. The term includes the successors and assigns of The Surat People's Co-op Bank Ltd..., and herein after for sake of brevity called 'BANK'.

'Alerts' or 'Alert Facility' means the customized messages based on Triggers sent as Short Messaging Service (SMS) over mobile phone to the account holders on the mobile number provided by the customer.

'Alert/Push Facility' shall mean the service provided by The Surat People's Co-op Bank Ltd., wherein, the customer can obtain specific information pertaining to his account on his mobile number.

'Batch Alerts' are SMS alerts such as weekly or monthly balance update etc. These alerts are sent in batches.

'Request' / 'Pull Facility' shall mean the facility through which the customer will make request about his account by sending key words through SMS to mobile phone number provided by The Surat People's Co-op Bank Ltd., for the purpose.

'Mobile Phone Number' shall mean the number specified by the customer in writing either through application form provided by The Surat People's Co-op Bank Ltd..., or otherwise for the purpose of availing the facility.

'mPIN (Mobile PIN)' shall mean a secret numeric password usually consisting of four characters shared between a user and a system that can be used to authenticate the user to the system

'Personal Information' shall mean the information about the customer obtained in connection with the facility.

'Triggers' means the customized triggers that are required to be set by the customer with The Surat People's Co-op Bank Ltd., which shall enable The Surat People's Co-op Bank Ltd.,.. to send the Alerts relating to his account.

'Website Refers' to <a href="www.spcbl.in">www.spcbl.in</a> or any other website as may be notified by The Surat People's Co-op Bank Ltd., from time to time. In this document all the reference to customers in masculine gender shall be deemed to include the feminine gender.

## 2. Applicability of Terms & Conditions

These terms & conditions together with the application made by the customer and as accepted by The Surat People's Co-op Bank Ltd., shall form the contract between the customer and The Surat People's Co-op Bank Ltd., and shall be further subject to such terms as The Surat People's Co-op Bank Ltd., may agree with the other service providers. These terms and conditions shall be in addition to and not in derogation of the terms & conditions governing The Surat People's Co-op Bank Ltd., relating to any account of the customer and/or any other product or services provided by The Surat People's Co-op Bank Ltd.

# 3. Application

The customer shall apply to The Surat People's Co-op Bank Ltd., for use of the facility and/or for any changes to the options available under the facility through forms as prescribed by The Surat People's Co-op Bank Ltd., from time to time. The customer shall be intimated about the activation of the service.

# 4. Eligible Customer

The customer desirous of using the facility should be either a sole account holder or authorized to act independently. In case of joint accounts the written mandate of other account holders authorizing the customer to use the facility would be required. All or any transactions arising from the use of facility in the joint account shall be binding on all the joint account holders, jointly and severally. An account in the name of the minor in which a minor is a joint account holder or any account where the mode of operation is joint is not eligible for the facility. In case of Partnership accounts, mandate of other partners authorizing one of the partners to use the facility would be required. In case of Companies a resolution is required for availing the mobile banking services authorizing one of the directors to use the facility would be required.

# 5. Provisions under National Do Not Call Registry (NDNC)

If the customer has registered or will be registering himself under NDNC and he also wants to avail Alert facility of The Surat People's Coop Bank Ltd., he/she shall continue to receive alerts on his mobile and the same shall not be treated as violation of UCC (Unsolicited Commercial Communication) Regulation on the part of The Surat People's Co-op Bank Ltd., The Bank will be absolved of the responsibility of any kind relating to compliance of provisions under NDNC.

# 6. Availability

The Surat People's Co-op Bank Ltd., may at its sole discretion, discontinue the facility at any time without any prior notice.

The facility is currently available only to Resident Indian customers with accounts with the Bank's branches in India. The Bank may at its discretion extend the facility to non-resident customers in respect of Mobile phones of Cellular Service Provider (CSP) rendering services within cellular circles in India.

The alerts will be sent to the customers only if the customer is within the cellular circle of the CSP or in circles forming part of the roaming GSM network agreement between such CSPs.

The access of the customer to the facility shall be restricted to customer availing the facility through mobile phone number. The instructions of the customer shall be affected only after authentication of the customer by means of the verification of the Mobile phone number and/or verification of mPIN / password allotted by The Surat People's Co-op Bank Ltd., to the customer or to any other mode of verification as may be stipulated at the discretion of the Bank.

The Surat People's Co-op Bank Ltd., shall endeavor to carry out the instructions promptly, however The Surat People's Co-op Bank Ltd., shall not be responsible for the delay in carrying out the instructions due to any reason whatsoever, including failure of operational system or due to any requirement of law.

A mobile phone trigger may not be made by the customer or by Bank, if the account operations have been suspended for any reason whatsoever. The customer assumes full responsibility for the security and confidentiality of his Mobile phone/Mobile phone no. and Mobile phone identification number to be used in initially gaining access to his account(s) through the use of his mobile phone/s.

#### 7. Process

To receive alerts, the customer may submit an application in a prescribed format as applicable or by any other mode as notified by The Surat People's Co-op Bank Ltd., from time to time. The customer shall be required to acquaint himself with the detailed process for using mobile alerts and The Surat People's Co-op Bank Ltd., shall not be responsible for any error made by the customer while setting the triggers.

Any customer availing the facility will be provided with Alert facility and / or request facility as may be decided by The Surat People's Co-op Bank Ltd., from time to time. Keywords for various information requests shall be as may be provided for from time to time including on the application forms available at The Surat People's Co-op Bank Ltd., branches or on the website.

# 8. Setting Triggers and receiving Alerts

The Surat People's Co-op Bank Ltd., will neither acknowledge receipt of any instructions or Triggers nor shall The Surat People's Co-op-Bank Ltd., be responsible to erify any instructions or Triggers or the Customer's mPIN or Password or Mobile Phone Number. The Surat People's Co-op Bank Ltd., will endeavor to give effect to instructions and Triggers on a best effort basis and as soon as practically possible for The Surat People's Co-op Bank Ltd.

The Surat People's Co-op Bank Ltd., may in its discretion, not give effect to any Triggers if The Surat People's Co-op Bank Ltd., has reason to believe (which decision of The Surat People's Co-op Bank Ltd., shall be binding on the customer) that the Triggers are not genuine or otherwise improper or unclear or raise a doubt or in case any Triggers cannot be put into effect for any reasons whatsoever.

The customer is responsible for intimating The Surat People's Co-op Bank Ltd., any change in his Mobile Phone Number. The customer acknowledges that to receive alerts, his mobile phone number must be active and accessible. The customer acknowledges that if the customer's mobile phone number remains inaccessible for a continuous period (such period dependent upon service providers) from the time an Alert message is sent by The Surat People's Co-op Bank Ltd., that particular message may not be received by the customer.

Triggers will be processed by The Surat People's Co-op Bank Ltd., after receipt and The Surat People's Co-op Bank Ltd., shall have the discretion to determine the time taken to process such request.

The customer acknowledges that the facilities provided are dependent on the infrastructure, connectivity and services provided by service provider engaged by The Surat People's Co-op Bank Ltd.,. The Customer accepts that timelines, accuracy and readability of Alerts sent by The Surat People's Co-op Bank Ltd., will depend on factors affecting other service providers engaged by The Surat People's Co-op Bank Ltd., shall not be liable for non-delivery or delayed delivery of alerts, error and loss or distortion in transmission of alerts to the customer.

The customer accepts that each Alert may contain certain Account information relating to the customer. The Customer authorizes The Surat People's Co-op Ltd., to send account related information, though not specifically requested, if The Surat People's Co-op Bank Ltd., deems that the same is relevant. The Surat People's Co-op Bank Ltd., shall not be held responsible for the confidentiality, secrecy and security of the personal or Account information being sent through the facility.

## 9. Fund Transfer Facility

The customer accepts that he will be responsible for keying in the correct details which are required to make fund transfers through the above mentioned facility, such details being specified by The Surat People's Co-op Bank Ltd., from time to time. In no case, The Surat People's Co-op Bank Ltd., will be held liable for any erroneous transactions arising out of or relating to the customer keying in erroneous details required to make fund transfers through the above mentioned facility.

The Surat People's Co-op Bank Ltd., shall specify from time to time the upper limit that may be transferred by the customer for the above mentioned facility.

If the above mentioned facility is made available to the customer, it may be used for transfer of funds from his account to his other accounts or to other accounts belonging to third parties maintained at The Surat People's Co-op Bank Ltd.,. However, this facility may be extended to other accounts maintained at any other Bank which falls under the network of Reserve Bank of India's National Electronic Fund transfer system (NEFT) or Next Generation Real Time Gross Settlement (NGRTGS) system.

The liability of The Surat People's Co-op Bank Ltd., shall only commence subsequent to the debit in the customer's account.

# 10. Authority to The Surat People's Co-op Bank Ltd.,

The customer irrevocably and unconditionally authorizes The Surat People's Co-op Bank Ltd., to access all his accounts for effecting banking or other transactions of the customer through the facility. The customer further authorizes The Surat People's Co-op Bank Ltd., to share the Account Information with Third party for the purpose of accepting / executing request of the customers.

# 11. Accuracy of information

The customer undertakes to provide accurate information wherever required and shall be responsible for the correctness of information provided by him to The Surat People's Co-op Bank Ltd., at all times including for the purposes of availing of the facility. The Surat People's Co-op Bank Ltd., shall not be liable for consequences arising out of erroneous information supplied by the customer.

While The Surat People's Co-op Bank Ltd., will take all reasonable steps to ensure the accuracy of the information supplied to the customer, The Surat People's Co-op Bank Ltd., shall not be liable for any inadvertent error, which results in the providing of inaccurate information. The customer shall hold The Surat People's Co-op Bank Ltd., harmless against any loss, damages etc. that may be incurred / suffered by the customer, if the information supplied to the customer turns out to be inaccurate / incorrect.

# 12. Disclaimer of liability.

The Surat People's Co-op Bank Ltd., will not be liable for

- a) Any unauthorized use of the customer's identification number or
- b) Mobile Phone number / instrument or unauthorized access to e-mails received at his notified email address for any fraudulent duplicate or erroneous instructions / triggers given by use of the same.
- c) Acting in good faith on any instructions / triggers received by the Bank
- d) Error, default, delay or liability of the bank to act on all or any of the instructions / triggers e) Loss of any information / instructions / alerts in transmission

f) Unauthorized access by any other person to any information / instructions / triggers given by the customer or breach of confidentially.

The Surat People's Co-op Bank Ltd., shall not be concerned with any dispute that may arise between the customer, the Cellular Service Provider (CSP) and any other party and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each alert.

The Surat People's Co-op Bank Ltd., shall not be held liable in the event that the mobile phone company / mobile phone service provider fails, for any reason whatsoever, to reload the prepaid airtime of the customer. The customer agrees that any complaint in connection with the reload service shall be referred to and addressed by the mobile phone company / service provider.

# 13. Indemnity

In consideration of The Surat People's Co-op Bank Ltd., providing the facility, the customer agrees to indemnify and keep safe, harmless and indemnified The Surat People's Co-op Bank Ltd., from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever The Surat People's Co-op Bank Ltd., may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by use of the facility.

The customer hold The Surat People's Co-op Bank Ltd., its affiliates, harmless against any loss incurred by the customer due to failure to provide the services offered under the facility or any delay in providing the services due to any failure or discrepancy in the network of the cellular service provider.

The Customer agrees to indemnify and hold The Surat People's Co-op Bank Ltd., harmless for any losses occurring as a result of i) The customer permitting any third parties to use the facility.

ii) The customer permitting any other person to have access to his mobile phone or as a consequence of leaving the mobile phone unattended or loss of mobile phone.

#### 14. Fees

As an introductory offer, the facility is currently being made available by the Bank to the customers free of cost. However, The Surat People's Co-op Bank Ltd., has the absolute discretion to amend the fees at any time and will endeavor to give prior notice by letter or by displaying on the website or by any other means depending upon the discretion of The Surat People's Co-op Bank Ltd.,, whichever feasible.

# 15. Modification

The Surat People's Co-op Bank Ltd., has the absolute discretion to amend or supplement any of the terms and conditions at any time and will endeavor to give prior notice of 15 days by letter or by displaying on the website depending upon the discretion of The Surat People's Co-op Bank Ltd.,, whichever feasible, and such amended terms and conditions will thereupon apply to and be binding on the customer

#### 16. Termination

The customer may request for termination of the facility any time by giving a written notice of at least 15 days to The Surat People's Co-op Bank Ltd., The said period of 15 days should be reckoned from the date of receipt of the notice by the bank. The customer will remain responsible for any transactions made through his mobile phone number through the facility prior to the time of such cancellation of facility. The Surat People's Co-op Bank Ltd., may at its discretion, withdraw temporarily or terminate the facility, either wholly or in part, at any time. The Surat People's Co-op Bank Ltd., may without prior notice suspend temporarily the facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which requires the temporary suspension of the facility. The Surat People's Co-op Bank Ltd., shall endeavor to give a reasonable notice for withdrawal or termination of the facility. The closure of all Accounts of the customer will automatically terminate the facility.

#### 17. 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 other company.

# 18. Governing Law

Any dispute or differences arising out of or in connection with the facility shall be subject to the exclusive jurisdiction of the Courts of Surat, Gujarat.

Signature of 1st Holder	Signature of 2nd Holder	Signature of 3rd Holder