## THE BANGALORE CITY CO OPERATIVE BANK LIMITED, BANGALORE – 560 018

#### THE BANGALORE CITY CO OPERATIVE BANK MOBILE BANKING POLICY

This Mobile Banking Policy governs the use of "BCC BANK Mobile Banking" Service/Facility.

BCC Bank's Mobile Banking allows customer to bank anytime anywhere through his/her mobile phone. Customer can access his/her banking information and make transactions on their accounts at no cost. (Excluding RTGS/NEFT/IMPS charges if any are applicable as per the Bank's policy)

# **Definitions:**

In this policy document, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings viz.

BCC BANK or BANK shall mean The Bangalore City Co operative Bank Ltd.

**Customer** shall mean the existing holder of an Account with the Bank or the holder of the Bank's Debit Card/ who has made an application to the Bank to use the Mobile Banking Service and / or downloaded the BCCB mBanking Mobile App - Mobile Banking App and thereby agreed to these terms and conditions

"Account(s)" shall mean any one or more accounts held and/or facilities provided to the Customer by BANK from time to time, for which the Facility is being offered or may be offered in future.

**Customer Identification Data** shall mean the Customer account number / card number, mobile phone number, user ID and other information that are to be used by the Customer to authenticate themselves prior to accessing the Mobile Banking Service which may be the same as the information used by the Customer for accessing the digital Services

**Mobile Banking Service** means any and all of the Services offered by the BANK to the Customer on phone and / or any electronic gadgets owned by the Customer.

**Mobile Phone Number** shall mean the number registered by the Customer in relation to the use of Services offered by the Bank.

**SMS** shall mean Short Messaging Service, being a service offered by Telephone Service Providers and / or any other similar method of electronic communication that may now or at any time in the future be offered by Telephone Service Provider(s).

**SMS Banking** means a service that allows Customers to access their account information via Mobile phone using SMS messaging.

"BANK Contact Number" refers to the number/s provided by the BANK to its Customers for availing of Request/Pull Facility or such other facilities which may be availed of through the BANK Contact Number, as communicated by the BANK from time to time.

**Telephone Service Provider** shall mean the provider of the mobile phone connectivity services and Mobile Phone Number used by the Customer on their mobile phones.

Facility/Service shall mean Mobile Banking Service/Facility

"Registered Mobile Number (RMN)" shall mean the number registered/provided by the Customer in writing, for the purpose of availing the Facility.

Website shall mean the domain of the BCC Bank located at URL <u>www.bccbl.co.in</u> owned and controlled by the Bank.

"Mobile Banking app" shall mean the mobile banking application – "BCCB mBanking" which can be installed on the mobile phone handset to access information pertaining to the Account(s).

"Personal Information" shall mean the information about the Customer obtained in connection with the Facility.

#### Other abbreviations used:

RBI -- Reserve Bank of India
NEFT - National Electronic Funds Transfer
RTGS - Real Time Gross Settlement
IMPS - Immediate Payment Service
MPIN – Mobile Banking Personal Identification Number
OTP - One Time Password
FD – Fixed Deposit.

## ACCEPTANCE OF TERMS AND CONDITIONS

On the terms and conditions hereinafter provided, the BCC Bank offers the Mobile Banking Service to the Customer. These terms and conditions made by the BCC Bank and accepted by the Customer shall form the contract between the Customer and BCC BANK. These terms and conditions shall be in addition to and not in derogation of other terms and conditions relating to any Account or Service of the Customer and / or the respective product provided by the BCC Bank unless otherwise specifically stated.

#### **ELIGIBILITY:**

This facility is available for customers having a satisfactory running account. The Facility will be offered to resident individuals and sole proprietary concerns with mode of operation 'Self and/or Either/ Survivor'. In the case of joint Account(s) with mode of operation 'Jointly', this facility is not available.

This facility is not available for Minors.

#### **REGISTRATION PROCESS:**

• To access the Mobile Banking Service, the Customer is required to:

- Submit Prescribed Application Form in the Parent Branch (Branch where the Customer has opened his/her account) to permit him/her for enabling the usage of mobile Banking on his/her Registered Mobile Number
- And on acceptance by the bank, download the Application on his/her mobile phone and / or any electronic gadgets owned by the Customer provided such mobile phone and / or any electronic gadgets is compatible with the Application.

In order to transact under the Mobile Banking Service, there are transaction data verification / reauthentication requirements for the Customer. The Customer may use the user credentials or the Customer Identification Data to affect such verification / re-authentication. The Customer will use the same Customer Identification Data for Mobile Banking Service. The Customer must strictly adhere to privacy procedures to ensure safe keeping of the login credentials.

# **USAGE OF FACILITY**

By accepting the terms and conditions on the mobile phone while registering for the Mobile Banking Service, the Customer:

Agrees to use the Mobile Banking Service for financial and non-financial transactions offered by the Bank from time to time,

- i. Irrevocably authorizes the Bank to debit the Accounts which have been enabled for Mobile Banking Service for all transactions / services undertaken by using Customer Identification Data,
- ii. Authorizes the Bank to map the account number, User ID and Mobile Phone Number for the smooth operation of Mobile Banking Service 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,
- iii. Agrees to the usage of the Customer Identification Data as an authentication factor for the Mobile Banking Service,
- iv. Confirms to the acceptance of the terms and condition of the Mobile Banking Service offered by the Bank,
- v. Agrees that the Mobile Banking Service will enable him / her to transact using Customer Identification Data within the limit prescribed by the Bank and will be deemed as bonafide transaction,

- vi. Agrees that the transactions originated using the mobile phones are non-retractable as these are instantaneous / real time,
- vii. Understands and explicitly agrees that the Bank has the absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding, and
- viii. Agrees that while the Information Technology Act, 2000 (IT Act) 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, Customer Identification Data or any other method decided at the discretion of the Bank which may not be recognized under the IT Act for authentication of electronic records and this is acceptable and binding to the Customer and hence the Customer is solely responsible for maintenance of the secrecy and confidentiality of the Customer Identification Data without any liability to the Bank.

• The guidelines issued by the RBI on "Know Your Customer (KYC)", "Anti Money Laundering (AML)" and "Combating the Financing of Terrorism (CFT)" from time to time would be applicable to the Mobile Banking Service.

• The Bank shall file "Suspicious Transaction Report (STR)" to the "Financial Intelligence Unit – India (FIU-IND)" for mobile banking transactions as in the case of normal banking transactions

# **ACCURACY OF INFORMATION**

• It is the responsibility of the Customer to provide correct information to the Bank through the use of the Mobile Banking Service or any other method. The Bank will endeavor to correct the error wherever possible on a best effort basis, if the Customer reports such error in information promptly.

• The Customer accepts that, in case of any discrepancy in this information, 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.

# FEE STRUCTURE

Currently this facility is absolutely free for all eligible BCC BANK account holders. However, BCC BANK shall have the discretion to charge such fees as it may deem fit from time to time and may at its sole discretion, revise the fees for use of any or all of the Facility, by notifying the Customer of such revision.

## **RESPONSIBILITIES AND OBLIGATIONS OF THE CUSTOMER**

• The Customer shall act in good faith, exercise reasonable care and diligence in keeping the Customer Identification Data and all other personal and confidential information in secrecy. At no time and under no circumstances shall the Customer disclose the Customer Identification Data and related details to any other person or permit the information to come into the possession or control of any other person.

• The Customer confirms that all persons whose personal or other data is transmitted, processed or otherwise handled, have consented to such transmission, processing or other handling under these terms and conditions in accordance with the extant laws, or the Customer shall obtain their consent prior to any such transmission, processing or other handling.

• The Customer will be responsible for all transactions, including fraudulent / erroneous transactions made through its mobile phone, SIM card and Customer Identification Data 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.

• It will be the responsibility of the Customer to notify the Bank immediately if he / she suspects the misuse of the Customer Identification Data. He / she will also immediately initiate the necessary steps to change his Customer Identification Data.

• 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 Mobile Banking Service is availed and the Bank does not accept / acknowledge any responsibility in this regard.

• The Customer shall keep himself / herself updated with regard to any information / modification relating to the services offered under the Mobile Banking Service which would be published on the Website and sent to the Customer for acceptance in case of a change.

## NON-TRANSFERABILITY

The grant of the Mobile Banking Service to a Customer is not transferable under any circumstance and shall be used only by the Customer. However, the Bank shall have the right to transfer, assign or sell all its rights under these terms and conditions, which shall continue to be in force and effect for the benefit of the successors and assigns of the Bank.

## CONFIDENTIALITY AND DISCLOSURE

• To the extent permitted by the Applicable Laws, the Bank shall be entitled to transfer any information relating to the Customer and / or any other information given by the Customer for utilisation of the Mobile Banking Service to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors and agents of the Bank, intermediaries and third parties selected by the Bank, wherever situated, for confidential use on a need to know basis and in connection with the Mobile Banking Service.

• The Customer agrees and provides his / her express consent that the Bank may disclose any information whatsoever regarding him / her and / or his / her Account(s) to:

- i. Any person or organization providing any service to its Customers, whether within or outside India for the purpose of providing the Services including but not limited to investigating discrepancies, errors or claims;
- ii. Under operation of the Applicable Laws;
- iii. Banks, financial institutions or credit reference agents for the purpose of assessing the Customer's creditworthiness or otherwise; and
- iv. Any person (whether or not related to the Bank) for purposes of that person or entity marketing any product or service to the customer, whether by electronic means or otherwise.

To the extent not prohibited by applicable law, the Bank shall be entitled to transfer any information relating to the Customer and / or any other information given by the Customer for utilization of the Mobile Banking Service or Service to and between its branches, subsidiaries, 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 Service or Service. Further, the Bank shall be entitled at any time to disclose to any other bank / association / financial institution or any other body. This clause will survive the termination / usage of the Mobile Banking Service or Service

#### **NO WARRANTY**

• Without prejudice to anything contained in these terms and conditions, the Bank, third party service provider, and their respective third party suppliers, licensors, and partners makes no express or implied warranty or make any representations regarding the use or the results of the use of the with respect to the Mobile Banking Service provided hereunder including, without limitation, any warranties of non-infringement of third party rights, title, marketability, of correctness, accuracy, adequacy, reliability, suitability, satisfactory quality and fitness for a particular purpose or otherwise.

• The Customer expressly agrees that use of the Mobile Banking Service is at its risk. The Mobile Banking Service and any data, information, third party software, reference sites, services, or software made available in conjunction with or through the Mobile Banking Service are provided on an "as is" basis.

# LIMITATION OF LIABILITY

Without prejudice to any other provisions of these terms and conditions, the Bank shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Mobile Banking Service and / or these terms and conditions. Notwithstanding the generality of the above, the Bank expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings which may arise in respect of the Mobile Banking Service.

## INDEMNITY

In consideration of the Bank providing the Mobile Banking Service, the Customer agrees to indemnify and keep the Bank safe and harmless from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of acting in good faith or omitting or refusing to act on any instructions given by use of the Mobile Banking Service. 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.

#### DISCLAIMER

The Bank or its employee / contractual staff will not be liable for:

a) Any unauthorized use of the Customer's Identification Data 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 given by use of the same

c) Acting in good faith on any instructions received by the Bank; or

d) Error, default, delay or inability of the Bank to act on all or any of the instructions; or

e) Loss of any information / instructions / alerts in Transmission; or

f) Unauthorized access by any other person to any information / instructions given by the Customer.

The Bank reserves the right to limit the amount and frequency of payments that a Customer may make by using the Mobile Banking Service, with prior intimation to the Customer. The Bank further reserves the right to alter / amend / modify the limits as imposed with prior intimation to the Customer.

The Bank shall not be liable for any loss or damage that the Customer may incur due to negligence, act or omission of any third party.

The Customer shall be solely responsible for the selection of the device / Telephone Service Provider(s) and for all issues / disputes between the Customer and the Telephone Service Provider(s) and / or the manufacturer of the device.

# ADDITION AND WITHDRAWAL OR TERMINATION OF MOBILE BANKING SERVICE

The Mobile Banking Service is made available to the Customer, at the sole discretion of the Bank and may be discontinued by the Bank at any time, without notice.

The Bank reserves the right to introduce additional services with or without giving any notice to the Customer. The Bank reserves the right to send SMS to the registered mobile phones regarding its products, services or any related matter, without the express consent of the Customer.

# **GOVERNING LAW AND JURISDICTION**

Any dispute or differences arising out of or in connection with the Mobile Banking Service shall be subject to the exclusive jurisdiction of the Courts and tribunals of Bangalore and shall be governed by the laws of India.

| SL | DESCRIPTION              | PER               | PER DAY LIMIT     |
|----|--------------------------|-------------------|-------------------|
| NO |                          | TRANSACTION       |                   |
| 1  | Inward Transactions      | As per RBI Limits | As per RBI Limits |
|    | Outward transactions     |                   |                   |
|    | Own Transfers – within   | No Limit          | No Limit          |
|    | Bank                     |                   |                   |
| 2  | Other Transfers – within | No Limit          | No Limit          |
|    | Bank                     |                   |                   |
|    | NEFT Fund Transfer       | Rs. 25,000/-      | Rs. 2,00,000/-    |
|    | RTGS Fund Transfer       | Rs. 25,000/-      | Rs. 5,00,000/-    |
|    | IMPS Fund Transfer       | Rs. 10,000/-      | Rs. 50,000/-      |

## **MobileBanking Transaction Limits**

#### **MODIFICATION**:

BCC BANK shall have the absolute discretion to amend or supplement any of the features and benefits in relation to the Facility.

BCC BANK reserves the right to revise the policies, features and benefits offered through the Facility from time to time and may notify the Customer of any such revisions/changes in any manner as deemed appropriate. The customer will be bound by such revisions/changes unless the customer terminates the Facility.

BCC BANK may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time without giving prior notice to the Customer. The Bank may, without prior notice, suspend 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 require the suspension of the Facility.

BCC BANK may de-activate the facility if the facility has not been accessed for six months or more.

The Customer may, at any time discontinue or unsubscribe to the said Facility. The Customer shall be liable for payment of such airtime or other charges which may be levied by any mobile phone service provider in connection with availing of the Facility and BCC BANK is in no way concerned with the same.

# **ALERTS:**

The Customer is responsible for intimating to BCC BANK any change in the Mobile Phone Number or email address or Account details and BCC BANK will not be liable for sending Alerts or other information over the Mobile Phone Number/email address not recorded with the Bank.

| Sr. No. | Menu                                 | Description  |  |
|---------|--------------------------------------|--|--|
| 1       | Self-Registration                    | Self-registration using Mobile number and customer id.               |  |
| 2       | Login                                | With username, password or Quick Access MPIN or face ID t            |  |
|         |                                      | IOS if enabled In the phone  |  |
| 3       | Quick Access Registration            | Quick access registration.   |  |
| 4       | De-Register                          | De-Register UUID with reason   |  |
| 5       | Branch And ATM List                  | 1 List 1) All Branches and ATM - Show list of first 10 branches and  |  |
|         |                                      | branch details with location in map.                                 |  |
|         |                                      | 2) Near By You - Show list of 10 branches nearby your current        |  |
|         |                                      | location and display branch location on map with route.              |  |
| 6       | Contact Us                           | Display Main Branch Address and contact details                      |  |
| 7       | Send Feedback Send feedback to bank. |  |  |
| 8       | Account Details                      | Fetch all account list of login user and set in drop-down, on select |  |
|         |                                      | of account display A/C BALANCE, BRANCH NAME AND                      |  |
|         |                                      | CURRENCY.  |  |
| 9       | Account Statement                    | Fetch all account list of login user and set in drop-down, and fetch |  |
|         |                                      | summary of selected account and between selected dates. Display      |  |
| 10      |                                      | result in table  |  |
| 10      | Change Password                      | Set new password   |  |
| 11      | Cheque book request                  | Send request for Cheque book to bank                                 |  |
| 12      | Fund Transfer                        | Intra Bank Transfer and Inter Bank Transfer (RTGS, NEFT &            |  |
| 10      |                                      | IMPS)  |  |
| 13      | Adding Beneficiary                   | Add Beneficiary to do the transactions                               |  |
| 14      | Balance Inquiry                      | Display the balance of selected account number                       |  |
| 15      | Mini Statement                       | Display last 10 transactions   |  |
| 16      | Loan Repayment                       | Repayment to customer loan account                                   |  |
| 17      | e e                                  | Registering and Deregistering customer email with OTP                |  |
| 10      | Deregistration                       | Stern merere et af al a der  |  |
| 18      | Stop Payment                         | Stop payment of checks   |  |
| 19      |                                      | MMID management  |  |
| 20      | MMID<br>My Profile                   |  |  |
| 20      | My Profile                           | View own profile   |  |
| 21      | View Pan and Aadhar<br>Number        | View existing linked PAN and Aadhar number with masking              |  |
| 22      | Login history                        | View history of login  |  |
| 23      | Forgot Password / MPIN               | Reset forgot MPIN and password                                       |  |

SERVICES/FEATURES AVAILABLE UNDER THE FACILITY:

# How Customers Can Protect Their Privacy:

- 1. The Customer would be required to cooperate with BCC BANK in order to ensure the security of the information, and it is recommended that the Customers necessarily choose their 4-digit numeric MPINs carefully such that no unauthorized access is made by a third party.
- 2. The Customers should ensure not to disclose their MPIN to anyone or keep any written or other record of the MPIN such that a third party could access it.
- 3. Do not share your account information, MPIN or similar sensitive data with others.
- 4. Never provide confidential information to unknown callers.
- 5. When conducting business over the mobile browser, always use a secure browser and exit online applications as soon as you finish using them.
- 6. Protect your account records.
- 7. Avoid writing down MPINs/passwords.
- 8. Avoid the use of birthdays, anniversaries or similar details which can be easily guessed as MPINs.
- 9. Make sure that your mobile is protected with anti-virus and you have latest anti-virus software.
- 10. Properly dispose of old mobiles that are not needed by hard reset and erasing all data.
- 11. All users should logout after every login session; however, online sessions will automatically be terminated after 5 minutes of inactivity. This to protect you in case you accidentally leave your mobile banking session unattended after you login.
- 12. Enable a device lock password on the mobile to prevent unauthorized access to personal and confidential information in contacts, messages and other media files.
- 13. Avoid clicking on links which are sent via E-mails. Type URL (Universal Resource Locator) of all such links directly on the mobile browser. Avoid sending or furnishing personal and financial information on email. Also prior to providing any information (financial or personal) on a website, verify the bonafides of the website, its address and of the owners / operators of such websites. Make sure that the URL that appears in the "address" or "location" box on your browser window is the one you wish to access.
- 14. If you are a victim of fraud or identity theft, please contact the call centre or branch immediately so that the bank may place the necessary restrictions on your account(s) to put holds on your accounts.

15. Neither bank nor its service providers will contact you via telephone or email or any other means requesting personal information, your customer ID or your MPIN. If you are contacted by anyone requesting this information, please do not share it and contact us immediately.

BANK undertakes not to disclose the information provided by the customer to any person, unless such action is necessary to:

- Conform to legal requirements or comply with legal process
- Protect and defend BCC BANK's rights, interests or property
- Enforce the terms and conditions of the products or services including Mobile Banking services or act to protect the interests of BCC BANK or its members, constituents or of others

## **GRIEVANCE REDRESSAL**

The Customer is advised to familiarize with the Grievance Redressal procedure available on our Website for details on how to address a grievance that the Customer may have concerning Bank's Services. The Grievance Redressal set out by the Bank is in accordance with the Banking Ombudsman Scheme 2006. For further information on Grievance Redressal, contact our help desk at **080-26610303.** 

#### **GRIEVANCE REDRESSAL PROCEDURE**

To get your grievance redressed, this is what you must do

- Lodge a complaint, in writing, with the branch concerned.
- If your grievance is not redressed at the branch, you may approach the higher authorities of the bank whose contact details should be available at the branch.
- If you do not receive a reply within 30 days of lodging your complaint with the bank or you are not satisfied with the reply, you may approach the Banking Ombudsman under whose jurisdiction the branch falls. The contact details of the Banking Ombudsman should be available at the branch as also at <a href="http://www.rbi.org.in>Home>MoreLink>Complaints>Banking Ombudsman Scheme">www.rbi.org.in>Home>MoreLink>Complaints>Banking Ombudsman</a>