

Terms and Conditions

(Terms and conditions for OBC Mobile Banking Subscribers)

1. DEFINITIONS

In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

- i. **Bank** refers to Oriental Bank of Commerce, its successors and assigns, a body corporate constituted in India having its Head Office at Plot no. 5,
 - i. Sector 32, Gurgaon, 122001
- ii. **WEBSITE** means website of the Bank.
- iii. **User** refers to a customer of the Bank authorized to use SMS alerts/ Mobile Banking Services.
- iv. **Mobile Banking Account** refers to the User's Savings and/ or Current Account and/ or OD and/or CC and/or any other type of account so designated by the Bank to be eligible account(s) for operations through the use of Mobile Banking Channel.
- v. **PERSONAL INFORMATION** refers to the information about the User obtained in connection with the SMS alerts/ Mobile Banking Service.
- vi. **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
- vii. **Customer** means the holder of an Account in OBC
- viii. **Application** shall mean the Bank's Mobile Banking application which will be downloaded onto the mobile phone of the Customer.
- ix. **TERMS** refer to Terms and Conditions for use of SMS alerts/ Mobile Banking Services as specified in this document.

2. Applicability of TERMS

These TERMS form the contract between the User using the SMS alerts/ Mobile Banking services and the Bank. By applying for SMS alerts/ Mobile Banking Services and accessing the service the User acknowledges and accepts these TERMS. Any conditions relating to the accounts of the customer other than these TERMS will continue to apply except that in the event of any conflict between these TERMS and the account conditions, these TERMS will continue to prevail.

The agreement shall remain valid until it is replaced by another agreement or terminated by either party or the account is closed, whichever is earlier.

3. Application for SMS Alerts/ Mobile Banking Services

The Bank may offer SMS alerts/ Mobile Banking Service to its customers who are legal mobile subscriber having working knowledge of mobile devices at its discretion. The acceptance of the registration and the acknowledgment thereof does not automatically imply the acceptance of application for SMS alerts/ Mobile Banking Services

The Bank may advise from time to time the Internet software such as Browser, Mobile OS which are required for using Mobile Banking Services. There will be no obligation on the part of the Bank to support all the versions of these Internet software.

4. SMS alerts/ Mobile Banking Services

The Bank shall endeavor to provide to the User through Mobile Banking services such as inquiry about the balance in his account(s), details about transactions, Statement of Account, Request for issue of cheque-books, Request for transfer of funds between accounts of the same User and many other facilities as the Bank may decide to provide from time to time. These facilities shall be offered in a phased manner at the discretion of the Bank. The Bank at its sole discretion may also make additions/ deletions to the SMS alerts/Mobile Banking Services being offered. The availability/ non-availability of a particular service shall be advised through email, web page of the Bank or written communication.

The Bank shall take reasonable care to, ensure the security of and prevent unauthorized access to the SMS alerts/ Mobile Banking Services using technology reasonably available to the Bank.

The User shall not use or permit to use SMS alerts/ Mobile Banking Service or any related service for any illegal or improper purposes.

5. Mobile Banking Services Access

The User would be allotted a User-id(Customer ID) and a secret password(MPin) for authentication of the transactions at the time of registration. The User will be required to create the login password at the first time Login of Mobile Banking application. As a safety measure the User shall change the transaction password (MPin) as frequently thereafter as possible. As a precautionary security measure Bank may ask for personal details for authentication while login.

In addition to User-id and Password the Bank may, at its discretion, advise the User to adopt other means of authentication.

The User shall not attempt or permit others to attempt accessing the account information stored in the computers of the Bank through any means other than the Mobile Banking Services.

6. Password

The User must:

- a. keep the User-id and password totally confidential and not reveal the user-id/password to any third party
- b. choose a password which shall be at least 3 characters long and shall consist of a mix of alphabets, numbers and special characters which must not relate to any readily accessible personal data such as the User's name, address, telephone number, vehicle number, birth date, driving licence etc. or easily guessable combination of letters and / or numbers
- c. commit the user-id and password to memory and not record them in a written or electronic form
- d. not let any unauthorized person have access to his handset/mobile phone or leave the same unattended while using Mobile Banking Services.

In the event of forgetting of user-id/password or expiry/ disability of password(s) User can request for change of the password by sending a written request to the Bank. The selection of a new password and/ or the replacement of User-id shall not be construed as the commencement of a new contract.

7. Accounts Allowed

Only those accounts will be allowed to be fetched for linking which have the mode of Operation as Self, Karta of HUF, Minor operated by Guardian, Self operated Minor Account, 'Either or Survivor', 'Anyone or survivor' or 'former or survivor' and have the same Primary Customer ID as that of primary account number to be registered (i.e. Main Account Holder only).

8. Requirement of Minimum Balance

The User shall maintain, at all times, such minimum balance in Mobile Banking account(s), as the Bank may stipulate from time to time. The Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. The Bank may withdraw the Mobile Banking Services facility, if at any time the amount of deposit falls short of the required minimum as aforesaid and/ or if the other charges remain unpaid, without giving any further notice to the User and/ or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

9. Charges

The Bank at its discretion from time to time may specify charges for usage of SMS alerts/ Mobile Banking Services and/or additional charges for selected services which will be advised to the User at the time of opening the account and also be published on the Web site of the Bank. All out of pocket expenses where ever applicable will be borne by the user.

The User/User and the other account holder(s)(in case of joint accounts) authorize(s) to recover all charges related to Mobile Banking Services as determined by the Bank from time to time by debiting any of the User's account(s) and any of the other joint account holder's account(s).

Any further change in the charges/fees shall be notified on the Bank's website.

10. Funds Transfer

The User shall not use or attempt to use Mobile Banking Services for funds transfer - as and when the facility is made available - without sufficient funds in the relative Mobile Banking Services -account or without a pre-existing arrangement with the Bank for the grant of an overdraft.

The Bank will endeavor to effect such funds transfer transactions received through Mobile Banking Services provided there are sufficient funds available in the User's account. The Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the reasonable control of the Bank.

In the event of overdraft created due to oversight/inadvertently, the User will be liable to pay the interest on such over drawn amount, as applicable from time to time.

Transaction limit for Mobile banking will be as below:

- a) Minimum amount per transaction : Rs. 10/-
- b) Maximum amount per transaction : Rs. 50,000/-
- c) Maximum limit per day : Rs. 1,00,000/-
- d) Maximum Number of transactions allowed : Per Day – 25, Per week – 100 & Per Month – 250

11. Authority to the Bank

Banking transactions in the User's account(s) are permitted through Mobile channel, only after authentication of the User-id and password of the User. The User (along with the joint account holder, if any) grants express authority to the Bank for carrying out the banking transactions performed by him through Mobile Banking Services. The Bank shall have no obligation to verify the authenticity of any transaction received from the User through Mobile Banking Service or

purporting to have been sent by the User via Mobile Banking Services, other than by means of verification of the User-id and the password.

The display or printed output that is generated by the User at the time of operation of Mobile Banking Services is a record of the operation of the Mobile channel and shall not be construed as the Bank's record of the relative transactions. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

All transactions arising from the use of Mobile Banking Services to operate a joint account, shall be binding on all the joint account holders, jointly and severally, notwithstanding that one amongst such joint account holders only operates the accounts through Mobile Banking Services.

12. Accuracy of Information

The User is responsible for the correctness of information supplied to the Bank through the use of SMS alerts/ Mobile Banking Services or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the User. If the User suspects that there is an error in the information supplied to the Bank by him, he shall advise the Bank at the earliest. The Bank will endeavor to correct the error wherever possible on a 'best efforts' basis.

If the User notices an error in the account information supplied to him through SMS alerts/ Mobile Banking Service, he shall advise the Bank at the earliest. The Bank will endeavor to correct the error promptly and adjust any interest or charges arising out of the error.

13. Liability of the User and the Bank

If the User has complied with the TERMS and advises the Bank in writing under acknowledgment of an authorized person of the Bank, immediately after he/she suspects that his/her User-id or password is known to another person and/ or notices an unauthorized transaction(s) in his account, he/she shall not be liable for losses arising out of the unauthorized transaction(s) occurring in the accounts after the receipt of such advice by the Bank.

Bank shall not accept any Stop Payment instructions, once the transaction amount and the beneficiary account are keyed in and authorized by the Customer.

The User shall be liable for some or all loss from unauthorized transactions in the account(s) if he/she has breached the Terms and conditions or contributed or caused the loss by negligent actions such as the following:

In disclosing or failing to take all reasonable steps to prevent disclosure of the User-id and/or password to anyone including Bank staff and/ or failing to advise the Bank of such disclosure within a reasonable time

Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in the account(s) through the SMS alerts/Mobile Banking Services.

The Bank shall not be liable for any unauthorized transaction(s) occurring through the use of SMS alerts/ Mobile Banking Services which can be attributed to the fraudulent or negligent conduct of the User.

The Bank shall not be liable to the account holder(s) 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 account holder(s) or any other person, if SMS alerts/ Mobile Banking Services 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, software or hardware error or any other reason(s) beyond the control of the Bank.

The Bank shall endeavor to take all possible steps to maintain secrecy and confidentiality of its customers' account(s) but shall not be liable to the account holder(s) for any damages whatsoever caused on account of breach of secrecy/ confidentiality due to hacking or technological lapses in the system.

The bank shall not be liable for any loss due to unauthorized transfer of funds through hacking, phishing, smishing , vishing or any other fraudulent means.

14. Indemnity

The User shall indemnify and hold the Bank harmless against any loss suffered by the Bank, if any claim or action brought by a third party which is in any way the result of the improper use of SMS alerts/ Mobile Banking Services by the User.

15. Disclosure of PERSONAL INFORMATION

The User agrees that the Bank or its contractors may hold and process his PERSONAL INFORMATION on computer or otherwise in connection with SMS alerts/Mobile Banking 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:

- a. for participation in any telecommunication or electronic clearing network

- b. in compliance with a legal directive
- c. for credit rating by recognized credit rating agencies
- d. for fraud prevention purposes

16. Proprietary Rights

The User acknowledges that the software underlying the Mobile Banking Services as well as other Internet related software which are required for accessing Mobile Banking Services are the legal property of the respective vendors. The permission given by the Bank to access Mobile Banking Services will not convey any proprietary or ownership rights in the above software.

The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Mobile Banking Services or create any derivative product based on the software.

17. Change of Terms and Conditions

The Bank has the absolute discretion to amend or supplement any of the TERMS at any time and will endeavor to give prior notice of reasonable time for such changes wherever feasible. The Bank may introduce new services within Mobile Banking Services from time to time. The existence and availability of the new functions will be notified to the User as and when they become available. By using these new services, the User agrees to be bound by the terms and conditions applicable.

18. Non-Transferability

The grant of facility of SMS alerts/ Mobile Banking Services to a User is not transferable under any circumstance and shall be used only by the User.

19. Termination of SMS alerts/ Mobile Banking Service

The User may request for termination of the SMS alerts/ Mobile Banking Services facility any time by giving a written notice. The User will remain responsible for any transactions made on his/her account(s) prior to the time of such cancellation of the SMS alerts/ Mobile Banking Services.

The bank may withdraw the SMS alerts/ Mobile Banking facility anytime after giving reasonable notice under the circumstances to the user through the web-site.

The closure of account by the user will automatically terminate the SMS alerts/ Mobile Banking Services.

The bank may suspend or terminate the SMS alerts/ Mobile Banking Services without prior notice if the user has committed breach of these terms and

conditions or the Bank learns of the death, bankruptcy legal incapacity of the user.

20. Notices

Notices under these terms and conditions may be given by the Bank and the user:

Electronically to either party, such notices will be regarded as being in writing.

By delivering them by hand or by sending them by registered post / speed post / courier to the user address as per our records and in case of Bank to the address mentioned below-

Department of Information Technology
Oriental Bank of Commerce
Head Office- 5, Sector 32
Gurgaon-122001

Bank may also publish notices of general nature applicable to all users of Mobile Banking Services on its website (presently www.obcindia.co.in) such notices will have the same effect as a notice served individually to each user.

21. Governing laws

These terms and conditions and/or operations in the accounts of the user maintained by the bank and/or the use of services provided through SMS alerts/ Mobile Banking Services shall be governed by the laws of Republic of India.

Bank accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than Republic of India.

The mere fact that Mobile Banking Service can be accessed through Internet by a user from 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 accounts of the user through Internet and/or the use of Mobile Banking Services. In the event of any dispute, the jurisdiction of the court would be at the state where the registration formalities were completed by the bank branch.

The user agrees to abide by prevailing laws in respect of SMS alerts/Mobile Banking Services applicable in Republic of India.

It is the responsibility of the user to comply with any regulations prevailing in the country from where he is accessing the Mobile Channel.

22. Mobile Compatibility: 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.

23. PRIVACY POLICY

These Privacy policy statement states to regulate the Mobile application - Oriental mPay (or Mobile application) services provided by Oriental Bank of Commerce (Bank).

A. Privacy Commitment

In the course of using Oriental Mobile Banking application or availing the products and services through the mobile application forms, questionnaires etc., Bank and its Affiliates may become privy to the personal information of its customers, including information that is of a confidential nature. Bank is strongly committed to protect the privacy of its customers and taken reasonable measures to protect the security and confidentiality of our mobile application & user information. Bank endeavors to safeguard and ensure the security of the information provided by the Users.

Bank has put in place suitable systems and procedures to safeguard and secure customer information. Bank permits only authorized employees and vendor, who are trained in the proper handling of customer information, to have access to such information.

B. Purpose of Collecting Information

Bank will limit the collection and use of user information only on a need-to-know basis to deliver better service to the user. The purpose for which any information is collected from the user, through the mobile application, will vary depending upon the circumstances. Broadly, they may comprise all, a few or any one of the following purposes (but shall not be restricted to):

- a) Providing Oriental Mobile Banking services
- b) Providing banking services
- c) Performing market research for advertising and marketing purposes
- d) Performing accounting and other record-maintaining functions.
- e) Complying with legal and regulatory obligations.
- f) To resolve queries/complaints, if any
- g) Notifying account activities or to send SMS/emails about new service, special offers or other information using the email address and phone numbers which users have provided.

24. Unauthorised Access:

The User shall take all necessary precautions to prevent unauthorized and illegal use of the mobile application and Services offered through the mobile Application- Oriental Mobile Banking. The User agrees not to use/access the Application and/or Services offered through the same in any manner other than as authorized by the Bank. Where the User uses the Application for any purpose which is illegal, improper or which is not authorised under these Terms/ Service Terms, Bank shall have a right to disable the use of the mobile Application. Bank shall take all commercially reasonable care to ensure the security of and to prevent unauthorised access to the Application and the Services offered through this mobile application using commercially reasonable technology available at its disposal.
