

# SCDCC Mobile Banking app - Terms And Conditions

It's easy to get started with mobile banking.

- Download the app and accept the terms and condition
- Enter your mobile phone number to receive a one-time activation code by text message
- Enter the activation code in the app
- Create a mobile banking passcode, between 4 digits
- You'll now have access to your accounts via the mobile app

## Responsibilities and obligations of the Customer

- The Mobile Banking App is provided "as is" with no representation, guarantee or agreement of any kind as to its functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device. We are not responsible for any loss you may incur as a result of this.
- We are responsible for the Mobile Banking App and its content. Apple Inc., Google Inc., Microsoft Corporation or Research in Motion Limited do not have any responsibilities or obligations to you in relation to the Mobile Banking App and will not provide any maintenance and support services for the Mobile Banking App
- While we make reasonable efforts to provide the Mobile Banking App services, we will not be liable for any failure to provide those services, in part or in full, due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes any phone network failures or, in the case of mobile networks, where you are not in an area of mobile coverage.
- The Customer shall keep the Password confidential and will not disclose these to any other person or will not record them in a way that would compromise the confidentiality of the same or the security of the service.

- The Customer will use the services offered under Mobile Banking using the Password/MMID in accordance with the procedure as laid down by the Society from time to time, including the terms and conditions contained herein.
- The Customer shall take all possible steps to ensure that the Application, all passwords and his/her mobile phone are not shared with anyone and shall take immediate action to de-register from Mobile Banking service as per procedure laid down in case of misuse/ theft/loss of the mobile phone or SIM card.
- The Customer will be responsible for all transactions, including unauthorized /erroneous/ wrong/ incorrect/mistaken/false transactions made through the use of his/her mobile phone, SIM card, Password, 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 in respect of all such transactions done through his/her phone or any other phone.
- It will be the responsibility of the Customer to notify the SCDCC immediately if he/she suspect the misuse of the Password. He will also immediately initiate the necessary steps to change his Password.
- If the mobile phone or SIM is lost, the user must immediately take action to suspend from Mobile Banking at any SCDCC Bank Ltd branch/Home branch.
- The Customer accepts that any valid transaction originating from the Password and / or registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by the OTP is duly and legally authorized by the Customer.

- The Customer shall keep himself/herself updated with regard to any information/ modification relating to the services offered under the Service which would be publicized on the SCDCC website and at the branches and would be responsible for taking note of / compliance of such information/ modifications in making use of the Service.
- The Customer shall be liable for all loss or breach of the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure to advise the SCDCC within a reasonable time about any unauthorized access in the account.
- 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 service is availed and the Bank does not accept/ acknowledge any responsibility in this regard. It is the responsibility of the Customer to notify the SCDCC, about any change in mode of operation, through a separate communication, making a specific reference to the Mobile Banking availed. It is also the responsibility of the Customer to notify the Society, any other change in the operation of the account which will otherwise make the account ineligible for the Mobile Banking. Any failure on the part of the Customer to advise the Society separately shall continue to bind all the account holders, jointly and severally for the transactions through this Service.
- The SCDCC 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 OFFICE.
- 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 MB Service which are beyond the control of the SCDCC.

- 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 SCDCC which may include technology failure, mechanical breakdown, power disruption, etc.
- There is any lapse or failure on the part of the service providers or any third party affecting the said Service and that the SCDCC makes no warranty as to the quality of the service provided by any such provider.
- The SCDCC, its employees, 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 SCDCC 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 Service.
- The SCDCC will not be responsible if the Application is not compatible with/ does not work on the mobile handset of the Customer.
- In consideration of SCDCC Bank Ltd agreeing to provide to the Customer the Mobile Banking Service, the Customer hereby irrevocably agrees, to indemnify and keep SCDCC Ltd indemnified, at all times hereafter, from all losses, damages, costs, legal fees, charges and expenses and consequences whatsoever, suffered or incurred by SCDCC Ltd on account of any claims, actions, suits or otherwise instituted by the Customer, or any third party whatsoever, arising out of or in connection with the use of the Mobile Banking Service and any and all transactions initiated by the use of the Mobile Banking Service, whether with or without the knowledge of the Customer, or whether the same have been initiated bona fide or otherwise which transactions, the Customer hereby acknowledges, SCDCC BANK Ltd has processed on the Instructions and authority of the Customer in accordance with these Terms & Conditions and other applicable Specific Terms & Conditions, as the case may be. The Customer further agrees and confirms that this indemnity shall remain valid and

subsisting and binding upon the Customer notwithstanding withdrawal, either partially or in totality, of the Mobile Banking Service.

### Confidentiality and Disclosure

To the extent not prohibited by applicable law, the SCDCC Ltd shall be entitled to transfer any information relating to the Customer and/or any other information given by the Customer for utilization of the Payment Platform/Mobile Banking Service to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors and agents of SCDCC Ltd, Intermediaries and third parties selected by SCDCC Ltd, wherever situated, for confidential use in and in connection with the Payment Platform/Mobile Banking Service. Notwithstanding anything contained above, SCDCC Bank Ltd shall be entitled at any time to disclose any and all information concerning the Customer within the knowledge and possession of SCDCC Bank Ltd (a) to any party in connection with the Payment Platform/Mobile Banking Service provided by SCDCC Bank Ltd and/or its Intermediaries to the Customer, including inter alia, information relating to the cause for termination of Payment Platform/Mobile Banking Service (b) to any other bank/association/financial institution or any other body in respect of any negative information in respect of the Customer. This clause will survive the termination of this Agreement. The Customer hereby waives the right of privilege and privacy.

### Termination

SCDCC Ltd reserves the right to terminate the service of Payment Platform/any or all of the Mobile Banking Service, either partially or in totality, at any time whatsoever, without prior notice. SCDCC Ltd also reserves the right at any time without prior notice to add/alter/modify/change or varies all of these Terms & Conditions.

### Governing Law

Any dispute or differences arising out of or in connection with the Mobile Banking shall be subject to the exclusive jurisdiction of the Courts of Mangalore at Dakshina Kannada district.