

To,
The Branch Manager
Abhyudaya Co-op.Bank Ltd.
Branch

Dear Sir,

I / We account holder of your branch request you to provide SMS Banking on following account.

Savings Bank Account No.

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Current Account No.

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Term Deposit Account No.

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Mobile No. :-

[illegible][illegible]

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Office Telephone No. :-

[illegible]

Residential No. :-

[illegible]

E-mail ID :-

I / We declare that your Bank's terms & conditions have been read and understood by me / us. I / We accept them as binding upon me / us. I / We also hereby agree to bear the charges (if any) as revised from time to time by the Bank as its sole discretion.

Yours faithfully,

Name(s) of Account holder(s)

Signature(s) of Account holder(s)

2.

2.

3. _____

3. _____

----- FOR BRANCH USE -----

KYC Norms Complied : YES / NO

Customer No. :-

Facility Allowed : YES / NO

Signature Verified by :-

Signature of Branch Official

Terms and Conditions for SMS Banking

1. Application for SMS Banking

- 1.1 Eligible customers of the Bank desirous of availing the services should submit an application in the form prescribed herewith duly completed, at the branch of the Bank, where the customer has his primary account.
- 1.2 Customers of the Bank shall be allowed to use the facilities only after his / her / their application has been processed and the information furnished is registered with the Bank. The processing of the application form shall require a minimum of 3 days from the date of submission of the application.
- 1.3 Customer will be able to avail the services after the activation is done by the Bank.
- 1.4 The Customer undertakes that he / she shall provide accurate information wherever required and shall be responsible for the correctness of information provided by him to Bank at all times including for the purposes of availing of the Facility. Bank shall not be liable for consequences arising out of erroneous information supplied by the Customer.
- 1.5 The Bank shall have the right to reject the application of any person without assigning any reasons.

2 Eligibility

- 2.1 Customers having a Savings / Current / Cash Credit / Term Deposit account with any branch of the Bank having prescribed balance with satisfactory operations in the account are eligible to avail the SMS Banking.
- 2.2 Facility will be given to Individual Accounts having self operating instructions or in case of joint accounts, the facility shall be provided to the account holder/s only if he is authorized to act independently.
- 2.3 In case of Joint Accounts as above all the joint account holders would have to sign in the Declaration form authorizing the Bank to provide the facility to the applicant. For SMS Banking each applicant can register individually.
- 2.4 All or any transactions arising from the use of the Facility in the joint account shall be binding on all the joint account holders, jointly and severally.
- 2.5 The Bank shall extend the facility to the guardians of "Guardian Operated Minor Accounts".
- 2.6 Bank reserves the right to offer this SMS Banking facility to customers, add or change the existing services and may withdraw such a facility at any time without notice and without giving any reasons thereof at Banks sole discretion and without prior notice, to temporarily suspend the operation of the facility for updating, maintenance and upgrading purpose, or any other purpose whatsoever Bank being fit and in such event Bank shall not be liable for any loss, liability or damage which may be incurred as a result.
- 2.7 User of SMS Banking acknowledge and agree that Bank may, in its sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend or remove any part of or all the facility or any functions at the discretion of the Bank.

3. Authorization & Disclosure

- 3.1 The Customer expressly authorizes the Bank to disclose to the mobile service provider all user information in its possession, as may be required by them to provide the services to the Customer.
- 3.2 All records of Bank generated by the transactions arising out of use of the Facility, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions.
- 3.3 Customer authorizes Bank to send any message such as promotional, greeting or any other message that the Bank may consider appropriate to the Customer.
- 3.4 The Bank shall make all reasonable efforts to ensure that the Customer information is kept confidential. The Bank however shall not be responsible for any divulgence or leakage of confidential customer information.

4. Usage / Process for SMS Banking

- 4.1 The Customer shall use only his mobile phone, the number of which has been informed to the Bank to access the facilities.
- 4.2 The Customer shall use the keyword/s stipulated by the Bank from time to time to access the various services.
- 4.3 The Customer must keep the SIM card and his mobile phone in his possession at all times. The Customer shall be solely responsible for the consequences in case, the customer do not adhere to the above.
- 4.4 Once activated, the customer would receive Push Alert messages, when the preferred events occur in the accounts mentioned in the registration form.
- 4.5 The Bank also reserves the right to make any additions or deletions or revisions in the services offered through SMS Banking at any time.

5. SMS banking facility

Pull Request Facility

Under Pull request facility following facilities will be provided by the Bank at present.

- 1. Balance Request
- 2. Last 3 transactions request

SMS Banking Alert - Push facility

The last updated mobile number in the records of the Bank would be used to send the Alerts. At present following alerts are available.

- 1. Term Deposit Maturity Alerts
- 2. Cheque Return Alerts
- 3. Transaction Alerts

The Alerts will be available to the Customer only if the Customer is within the cellular service range of the particular cellular service provider or within such area, which forms part of the roaming network of such cellular service provider providing services to the Customer.

Alert shall be available only when the system of the Bank is available.

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 is inaccessible or inactive continuously the Customer may not receive the Alert message sent by the Bank.

The Customer acknowledges that the SMS Banking Alert Facility is dependent on the infrastructure, connectivity and services provided by service providers engaged by the Bank. The Customer accepts that the timeliness, accuracy and readability of Alerts sent by the Bank will depend on factors affecting other service providers engaged by the Bank.

6. Customer Responsibility / Liability

- 6.1 The Customer is responsible for the accuracy of any information provided by the Customer in his / her application for availing the facilities or through SMS Banking.
- 6.2 In case the Customer observes any error in the information provided by the Bank through these facilities, the Customer shall immediately inform the Bank. The Bank will make the best possible efforts to rectify the error as soon as possible.
- 6.3 The Customer agrees that the account / details provided by the Bank through these facilities shall be prepared by electronic means and the Bank shall not be responsible for any incorrect information.
- 6.4 The Customer is responsible for intimating to the Bank any change in his phone number / SIM Card / e-mail address or account details and the Bank will not be liable for any error in sending Alerts / Statement or other information over the Customers mobile phone number / email address recorded with the Bank.

- 6.5 The Customer assumes responsibility for all transaction in his / her account emanating from his mobile phone.
- 6.6 The Customer shall immediately inform the Bank, in writing, to suspend his service, if his mobile is lost or has been allotted to another person or e-mail address is no longer valid.
- 6.7 The Customer must not leave mobile phone unattended or permit any person access to his mobile phone in such a manner that he may access unauthorized security code for facility, whether with or without customer consent.
- 6.8 The Customer irrevocably and unconditionally authorizes Abhyudaya Co-op. Bank Ltd. to access all his accounts for affecting banking or other transactions of the customer through the SMS Banking facility. The Customer further authorizes Abhyudaya Co-op. Bank Ltd. that to share the account information with third party for the purpose of accepting / executing request of the customer for providing SMS Banking facility.

7. Indemnity

- 7.1 Bank shall not be responsible for any failure on part of the Customer to utilize the Facility due to the Customer not being within the geographical range within which the Facility is offered.
- 7.2 The Bank does not warrant the confidentiality or security of the messages / mails whether personal or otherwise transmitted through the Facility. Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer or by any person resulting from or in connection with the Facility.
- 7.3 The Customer agrees to indemnify the Bank for any loss occurring due to the customer permitting any other third party to use these facilities or to have the access to his mobile phone / email or leaving the mobile phone unattended or due to loss of mobile phone.
- 7.4 The Bank does not guarantee the performance of the system and network and shall not be held liable for any loss or damage whatsoever suffered or incurred by the Customer resulting from the services.
- 7.5 Bank shall not be responsible for any loss or damages arising directly or indirectly as a result of malfunctioning / failure of the machine or services.

8. Fees

- 8.1 At present the SMS banking facility will be given free of cost to the Customers.
- 8.2 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, with or without notice to the Customer.
- 8.3 Bank shall have the discretion to charge such fees as it may be decided time to time and debit to the account of customer on a monthly basis or periodicity decided by the Bank.

9. Termination

- 9.1 The Customer can terminate the SMS Banking / Alert facility at any time by giving a written notice of at least fifteen days to the Bank.
- 9.2 The Bank may withdraw the SMS Banking / Alert facility at any time with or without giving any notice to the Customer.
- 9.3 The closure of any account of the customer in the Bank or surrendering of mobile phone connection by customer or disconnection of mobile phone by the service provider may result in stoppage of services for the closed accounts or automatically terminate the service completely.

These terms and conditions together with the application made by the Customer and as accepted by the Abhyudaya Co-op. Bank Ltd. shall form the contract between the Customer and Bank, and shall be further subject to such terms as Bank may agree with any other third party providing such services to Bank which shall facilitate providing of the Facility by Bank to the Customer. These terms and conditions shall be in addition to and not in derogation of the terms and conditions governing any Account of the customer and / or any other product / services provided by the Bank to him.

Any dispute or differences arising out of or in connection with the facility shall be subject to the exclusive jurisdiction of the courts of Mumbai.