



NKGSB

CO-OP BANK LTD.

(Multi-State Scheduled Bank)

डोळे मिटून व्यवहार करावा इतकी विश्वासाची बँक

Regd. Office : Laxmi Sadan, 361, V.P. Road, Girgaum, Mumbai 400 004. Tel.: 6754 5000 Fax : 2389 0369 E-mail : sec@nkgsb-bank.com

SMS BANKING

Terms and Conditions

The customer shall be solely responsible for all the transactions, messages and consequences arising out of the messages emanating from his/her mobile phone instrument registered with the Bank. The Bank will not accept any responsibility for unauthorized messages sent by the registered mobile phone of the customer by any other person without authority. The Bank will not accept responsibility for any messages sent from unauthorized mobile phones to customer accounts.

The customer shall use only the mobile phone, which is registered by him for his account with the Bank. The customer shall use keywords stipulated by the bank from time to time to access various SMS services. The customer must keep the SIM card and his mobile phone in his possession at all time. The user shall be solely responsible for the consequences in case the user fails to adhere to the rules of the bank.

All the transactions arising out of the use of "SMS BANKING" in relation to a joint account shall be binding to all joint account holders. The customers shall take all necessary precautions to prevent unauthorized and illegal use of our "SMS BANKING" service and unauthorized access to the Accounts provided by SMS Banking.

The Bank shall take all commercial, technical and reasonable care to, ensure the security of the system and prevent unauthorized access to the SMS Banking using commercial, reasonable and feasible technology available in India to the Bank. The customers have to ensure that the Bank's SMS service is not used for any purpose which is illegal, improper or any other purpose apart from the specified or requested services under our "SMS BANKING" which is not authorized under these Terms.

The customers shall maintain, at all times, such minimum balance in the account(s) as the BANK may stipulate from time to time required for SMS Banking. The Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance without any prior notice.

It is the responsibility of the Customer to ensure unauthorized access to his mobile phone by any other person in maintaining secrecy of their accounts.

The Bank has the absolute discretion to amend or supplement any of the terms at any time without prior notice, including charges that are applicable for availing the said "SMS BANKING" service. Changed terms and conditions shall be effective immediately on publishing and being practiced. The customer agrees and shall be deemed to have accepted the changed terms and conditions.

The bank reserves the right to decide on the services to be offered to a particular user and different services may be offered to different users. The bank also reserves the right to make any additions or deletions in the services offered through "SMS BANKING" at any time.

Customers may request termination of the "SMS BANKING" service any time by giving a written notice before 15 WORKING DAYS in advance to the Bank. The customers

shall remain responsible for any transactions made in their accounts through "SMS BANKING" till the Bank cancels the said service.

The Bank shall make all reasonable efforts to ensure that the customer's information is kept confidential. The bank however shall not be responsible for any leakage of confidential user information in any manner for reasons beyond its control.

The Bank will not acknowledge receipt of any type of instructions or changes of any type from the mobile phone. All requests must be made in person on the requisite application form.

The services will be available to the users only if the user 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.

The customers agree not to hold the bank, its directors, its officers, its employees and agents liable for any loss, liability or expenses arising out of or in any way connected with the usage of the "SMS BANKING" services.

The customer is bound to all terms and conditions of the Bank pertaining to our SMS banking.

In case of 'Stop Payment' sent through SMS, Bank will not hold itself responsible for Payment of the Cheque on account of oversight or due to pressure of Business. The Bank will try its best and in its power of application to stop the said transaction, but the Bank is not bound to and will not be held responsible for any 'Stop Payment' transaction.

The Bank may suspend or terminate "SMS BANKING" services without prior notice if the customer has breached these terms and conditions or the Bank learns of the death, bankruptcy or lack of legal capacity of the customer.

For SMS Alerts, messages will be delivered through the Bank's registered service provider which may relay to all the mobile service providers in relevant circles. SMS alert facility will not be real time and the customer will receive the same within a reasonable time frame from the time of initiation of the transaction.

The bank may, at its discretion, amend and modify, at any time, the terms and conditions governing the SMS services. Non receipt of any notification or failure to receive the notification, if any, by the user in this regard will not exempt from such amendments and modifications.

The Bank has got every right to decide on the services to be provided through "SMS BANKING" facility. For sending SMS messages for receiving PULL alerts, the customer will be charged by the Mobile Operator with applicable SMS Charges.

By Registering "SMS BANKING" facility, the Customer agrees to have understood, accept and abide by all the Terms & Conditions governing the "SMS BANKING" of the Bank.

Signature of Applicant(s)