



CNS BANK MOBILE APP TERMS AND CONDITIONS

Definitions: The following words and expressions shall have the corresponding meanings wherever appropriate.

Registered User	Registered User is the account holder registered for 'CNS Bank Mobile App', the Mobile Banking Service provided by the bank
Primary Account	The account wherein the applicant is the first account holder
Secondary Account	All accounts wherein the applicant is one of the account holders
Customer	The holder of a bank account in The CNS Bank Ltd.
Bank	The CNS Bank Ltd. or any successor or assign
Home Branch	The branch where the customer has his primary account
Facility	Mobile banking Facility provided to the customer
Application	Bank's Mobile Banking software downloaded in the mobile phone of the customer
Mobile Number	Mobile number that has been given by the customer to register for Mobile Banking Facility



MPIN	The Personal Identification Number for login into Mobile banking application
TPIN	Transaction Personal Identification Number for doing any Mobile financial or non financial transaction.
IMPS	Immediate Payment Service (IMPS) is an instant interbank electronic fund transfer service
WAP	Wireless Application Protocol

Applicability of Terms and Conditions:

By using the Mobile Banking Facility, the Customer thereby agrees to these Terms and Conditions, which form the contract between the Customer and Bank. The Mobile Banking Facility shall be governed by such terms and conditions as amended by the Bank from time to time. These terms and conditions shall be in addition to and not in derogation of other terms and conditions relating to any account of the Customer and/or the respective product or the service provided by the Bank unless otherwise specifically stated.

General Business Rules Governing Mobile Banking Facility:

The following Business Rules will apply to the facility being offered by the Bank:

1. The facility will be available to customers having Savings / Current / Overdraft account with the Bank.
2. The Bank reserves the right to reject a Customer's registration without assigning any reasons.

3. Eligibility:

Type of Account	Constitution	Mode of Operation
Saving Account	Single	Self
	Joint	Either or Survivor
Current Account	Single	Proprietor



	Joint	Either or Survivor
Overdraft Account	Single	Self
	Joint	Either or Survivor
Cash Credit	Single	Self
	Joint	Either or Survivor
• Note – Jointly operated accounts will not be available for access on Mobile Banking.		

4. Transaction Limits:

Combined for Mobile Banking for Fund Transfer within Bank and Outside bank	
NEFT (combined limit)	IMPS (combined limit)
Rs. 50,000/- Per Transaction	Rs. 50,000/- Per Transaction
Rs. 50,000/- Per Day	Rs. 50,000/- Per Day

5. The transaction limit for Mobile Banking will be applicable at customer level and will be available for all the accounts linked to customer's ID and which are accessible from Mobile Banking application of the Bank.

6. The Customer can request for termination of the Facility by visiting home branch and submitting the appropriate Mobile Banking service termination application for the said purpose. The Customer shall remain accountable for all transactions on the designated account made prior to confirmation of any such cancellation request.

7. It shall be the Bank's endeavour to give a reasonable notice for withdrawal or termination of the facility, but the Bank may at its discretion withdraw temporarily or terminate the facility, either wholly or partially, anytime without giving prior notice to the customer. The facility may be suspended due to maintenance or repair work or any breakdown in the Hardware / Software or any emergency or for security reasons without prior notice and the Bank shall not be responsible for any loss/damage to the Customer.

8. The Bank may Terminate or suspend the services under the Facility for the Customer without prior notice if the Customer has violated the terms and conditions laid down by the Bank or on the death of the Customer when brought to the notice of the Bank or when prohibited by law or an order by a court or such competent Authority.



Usage of Facility:

By accepting the Terms and Conditions while registering for the Facility, the Customer:

- 1) Agrees to use Mobile Banking Facility offered by The CNS Bank Ltd. for financial and non-financial transactions, made available by the Bank under the Facility from time to time.
- 2) Authorizes the Bank irrevocably to debit the Accounts which have been enabled for Mobile Banking Facility for all transactions / services undertaken using MPIN.
- 3) Authorizes the Bank to map the Account Number, Customer ID and Mobile Phone Number for the smooth operations of the Facility offered by the 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.
- 4) Agrees that he/she is aware and accepts that the Facility offered by the Bank will enable him/her to transact using OTP (One Time Password) functionality within the prescribed limit and will be deemed as bonafide transactions and will not be disputed.
- 5) Agrees that transactions initiated through Mobile Banking application are real time /instantaneous transactions and as such are irrevocable / non-retractable. As such, Bank shall not entertain / accept any request for revocation of transaction or stop payment request for transactions initiated through Mobile Banking Facility at any stage.
- 6) Understands and explicitly agrees that Bank has absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding upon him/her.
- 7) Agrees to use the Facility on a mobile phone which is properly and validly registered in his/her name only with the respective Mobile Service Provider and undertakes to use the Facility only through the mobile number which has been given at the time of registration of the Facility.
- 8) Agrees that while the Information Technology Act, 2000 prescribes that a subscriber may authenticate an electronic record by affixing his electronic signature which has been given legal recognition under the Act, the Bank is authenticating the Customer by using Mobile Number, MPIN, etc decided at the discretion of the Bank which may not be recognized under the IT Act, 2000 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 MPIN without any liability to the Bank.
- 9) Understands that the Bank never asks any Customer to share any banking details through Emails, SMS or Call. The CNS Bank Ltd. would never call or ask from the Customer for Mobile Number, Aadhaar Number, Card number, CVV number, CVV2 number, PIN, One Time Password, or Net/Mobile Banking Password details.



- 10) Accepts that any transaction originating from his/her Customer ID and/or registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by using his/her MPIN will be treated as duly and legally authorized by the Customer himself /herself.
- 11) Agrees that the services offered under the Facility can be availed or accessed only from locations within the geographical boundaries of India due to security reasons.

Miscellaneous :

- 1) The Customer shall be required to get acquainted with the process for using the Facility and that he/she shall be responsible for any error made while using the Facility.
- 2) The Bank reserves the right to decide what services may be offered under the Facility. Additions / deletions to the services offered are at its sole discretion.
- 3) The instructions of the Customer shall be effected only after authentication under his/her Customer ID and MPIN or through any other mode of verification as may be stipulated at the discretion of the Bank.
- 4) While it shall be the endeavour of the Bank to carry out the instructions received from the Customer promptly, it shall not be responsible for the delay / failure in carrying out the instructions due to any reasons whatsoever including failure of operational system or due to any requirement of Law. The Customer expressly authorizes the Bank to access his/her account information required for offering the services under the Facility and also to share the information regarding his/her accounts with the service provider/third party as may be required to provide the services under the Facility.
- 5) The transactional details will be recorded by the Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions.
- 6) The Customer hereby authorizes the Bank or its agents to send promotional messages including messages related to the products of the Bank, greetings or any other messages the Bank may consider from time to time.
- 7) The Customer understands that the Bank may send rejection or 'Cannot process the request' messages for the service request(s) sent by the Customer which could not be executed for any reason.
- 8) The bank shall make all reasonable efforts to ensure that the customer information is kept confidential but shall not be responsible for any inadvertent divulgence or leakage of customer information for reasons beyond its control or by action of any third party.
- 9) The Customer expressly authorizes the Bank to carry out all requests/transactions purporting to have been received from his/her mobile phone and authenticated with his/her MPIN. All fund transfer / payment transactions, initiated from the customer's registered mobile phone using his/her MPIN, will be treated as bonafide transactions expressly authorizing the Bank to effect the fund transfer / to make the payment.
- 10) The Customer shall be responsible for the safe custody and security of the Mobile Banking application downloaded on his/her mobile phone to avoid unauthorized usage.



It is the responsibility of the Customer to advise the Bank of any loss or theft of mobile phone by adopting the procedure laid down by the Bank for the purpose. The Customer shall solely remain responsible and accountable for all transactions which may take place from the stolen / lost mobile phone on the designated account prior to confirmation of request for de-registration from the Bank.

- 11) The Customer understands that he/she shall be required to initiate SMS / USSD / GPRS / WAP services for availing Mobile Banking facility and hence shall be liable to pay charges to his/her respective Service Provider as per applicable tariff plan. The Customer also understands that Bank will neither be responsible / liable for any such charges levied by the Service Provider nor is liable for any dispute that may arise between such telecom service provider and the Customer.
- 12) It is the responsibility of the Customer to disclose his/her non residency status to the base branch in case there is change in residence status of the customer.

Fee Structure for the Facility:

At present, Bank does not charge any fee for offering this Mobile Banking Facility. The Bank reserves the right to charge the Customer fee for the use of the services provided under the Facility and change the fee structure at its discretion. Display of such charges on Bank's website would serve as sufficient notice and the same is binding on the customers.

Accuracy of Information:

- 1) It is the responsibility of the Customer to provide correct information to the Bank through the use of the facility or any other method. In case of any discrepancy in information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. Bank will endeavour to correct the error promptly wherever possible on a best effort basis, if the Customer reports such error in information.
- 2) Customer understands that the Bank will try, to the best of its ability and effort, to provide accurate information and shall not hold the Bank responsible for any errors or omissions that may occur due to reasons beyond the control of the Bank.
- 3) Customer accepts that the Bank shall not be responsible for any error 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 the event of any loss / damage suffered as a consequence of an inaccurate information provided by the Bank.



Responsibilities and obligations of the customer:

- 1) The Customer will use offered facility using the MPIN in accordance with the procedures laid down by the Bank from time to time.
- 2) The Customer shall keep the customer ID, MPIN confidential and will not disclose these to any other person. He/she will not record the same in a way that would compromise the security of the facility. In case of using the facility by making use of SMS based system, the Customer will take utmost precaution to delete the SMS stored in Sent folder of the mobile phone, which may have MPIN in readable form.
- 3) The Customer will be responsible for all transactions, including fraudulent / erroneous transactions made through the use of his/her mobile phone, SIM card and MPIN, regardless of whether such transactions are in fact entered into and /or authorized by him/her or not. The Customer will be responsible for the loss/damage, if any suffered.
- 4) The Customer will ensure that his/her mobile phone is not shared with anyone under any circumstances and shall take immediate action to de-register from Mobile Banking Facility as per the procedure laid down, in case of misuse or theft or loss of the mobile phone or SIM card.
- 5) The Customer will be totally responsible for notifying the Bank immediately if he/she suspects the misuse of the MPIN by some other person. He/she will initiate the necessary steps immediately to change his/her MPIN. In such case, a customer only will be accountable for all the transactions done using his/her mobile phone and misusing the MPIN, even during the period from notifying the Bank till MPIN is changed, no doubt it will be always Bank's endeavour to facilitate the change of MPIN at the earliest.
- 6) The Customer shall keep himself /herself updated with regard to any information /modification relating to the services offered under the Facility which would be publicized on the website and would be responsible for the same.
- 7) The Customer shall always be liable for all loss incurred by him / her or by the Bank on breach of any of the Terms and Conditions contained herein by him/her or contributed or caused the loss by his/her direct / indirect deliberate /negligent actions/inactions any time.
- 8) 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 facility is availed and the Bank does not accept / acknowledge any responsibility or even entertain any communication in this regard.
- 9) The Customer shall be prudent in downloading any content through bluetooth or uploading/installing any other software / programme / game / music files / application received through trusted or un-trusted source and ensure that proper anti-virus software is used from time to time to remove malware residing in the handset.



जनतेच्या विश्वासावर आत्मविश्वासाने प्रगती साधणारी बँक
THE **CNS BANK** LTD.
दि चेंबूर नागरिक सहकारी बँक लि.

10) It shall be the Bank's endeavour to provide proper Mobile Banking Application compatible with the Customer's mobile phone, however the Bank will not be responsible in some exceptional cases where the mobile banking application may not be compatible with or does not work on the mobile handset of the customer

Indemnity :

In consideration of the Bank providing the Facility, the Customer agrees to indemnify and hold the Bank harmless against all actions, claims, demands proceedings, loss, damages, costs, charges and expenses which the Bank may at any time incur, sustain or be put to as a consequence of or arising out of or in connection with any services provided to the Customer pursuant hereto. 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.