



## EQUITAS SMALL FINANCE BANK LTD

### Terms & Conditions: Mobile Banking Services

These terms and conditions ("Mobile Banking - Terms") set out the rights and obligations of you, the customer, and us, the Bank, in connection with your use of the Mobile Banking-Service. All the terms and conditions of these Mobile Banking-Terms are legally binding, so please read them through carefully before you accept and agree to the said terms and conditions. These Terms and Conditions are in addition to and shall be read in conjunction with the account opening terms and conditions.

#### General:

These terms and conditions shall be read together with any other terms and conditions governing the use of other facilities, benefits, products or services which the Equitas Small Finance Bank Ltd may make available to you from time to time in connection with Mobile Banking. In the event of any conflict, these terms and conditions shall prevail.

#### Definitions:

"Account" means any one or more accounts held and/or facilities provided by the Equitas Small Finance Bank Ltd including but not limited to savings accounts, current accounts, credit card or debit card accounts, loans, investments or such other accounts and/or facilities as may be determined by the Equitas Small Finance Bank Ltd from time to time.

"Content" shall mean proprietary and non-proprietary information and works of text, hypertext, music, voice, video, multi-media work or art for Banking and financial services, promotional, educational, and informational and/or entertainment purposes made available on Mobile Banking.

"Customer" means holder of an Account in Equitas Small Finance Bank Ltd.

"Equitas Bank" shall mean EQUITAS SMALL FINANCE BANK LTD. A Banking company registered under the Companies Act, 1956 and having license to carry on Banking Business under the Banking Regulation Act, 1949 and having its registered office at

"Mobile Banking" or "Service" means the Banking service(s) or such other services of the Equitas Small Finance Bank Ltd as may be offered from time to time made available through the use of mobile phones and any other such devices as may be approved from time to time.

"Network Service Provider" means telecommunications service providers or any other network service provider that provides the Customer with telecommunications and connectivity services necessary for the provision of Mobile Banking.

"SMS" means Short Messaging Service which is the transmission of short text messages to and from SMS enabled devices including but not limited to mobile phones.

"Terms and Conditions" means these terms and any amendments and/or variations thereto for access and/or use of Mobile Banking.

"Web Site" means the web site located at URL: <https://www.equitasbank.com>

"Alerts" means the customized messages in response to triggers sent as an SMS (as defined here in) to the customer over his registered mobile number.

"Mobile phone" means the smartphone being used to install the Bank's application which gets registered with the device ID and mobile number.

"MPIN" means the 4-digit mobile personal identification number set by the customer during registration and sign up of Equitas mobile Banking application using a smartphone.

#### A) Applicability of Terms and Conditions

By using the Equitas Bank mobile application, the Customers thereby agree and consent to these Terms and Conditions, which form the contract between the Customer and Equitas Bank. Equitas Bank shall be governed by such terms and conditions as 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 Equitas Bank unless otherwise specifically stated.

#### B) General Business Rules Governing Mobile Banking Service

The following Business rules will apply to the Equitas Mobile Banking Service

1. The Facility will be available to Customers having a Savings account with Equitas Bank.
2. The daily upper ceiling under the Facility, per Customer shall be as follows:

NEFT:

Min limit per transaction ₹1

Max limit per transaction ₹5,00,000

Daily max limit ₹5,00,000

RTGS:

Min limit per transaction ₹2,00,000

Max limit per transaction ₹5,00,000

Daily max limit ₹5,00,000

IMPS fund transfer:

Min limit per transaction ₹1

Max limit per transaction ₹2,00,000

Daily max limit ₹2,00,000

Within Bank :

Min limit per transaction ₹1

Max limit per transaction ₹5,00,000

Daily max limit ₹5,00,000

**Pls note that in Mobile Banking, combined limit of ₹5, 00,000/- is applicable per day.**

Bill payments / Recharge (For presentment biller actual / part payments may apply):

Min limit per transaction ₹1

Max limit per transaction: No Limit

Daily max limit: No Limit

C) Application:

The Customer shall apply to Equitas Small Finance Bank Ltd for use of the Mobile Banking through a prescribed format of application made available by the Equitas Small Finance Bank Ltd from time to time. The same shall only be accepted only after authentication of the Customer through any mode of verification as may be stipulated by Equitas Small Finance Bank Ltd from time to time as may be decided at the sole discretion of Equitas Bank. The Mobile Banking shall be activated only on receipt of such application and after completion of verification process laid down by the Equitas Bank.

Please Note: Equitas Small Finance Bank Ltd has the absolute/sole discretion to accept and/or reject any application for Mobile Banking and without giving any reason thereof.

D) Eligibility for Mobile Banking:

Mobile Banking is available to accountholders/customers of Equitas Small Finance Bank Ltd who holds existing valid account(s) subject to restrictions that may be imposed by Equitas Small Finance Bank Ltd from time to time.

E) Mobile Banking - Service Scope:

- The Customer acknowledges that alert facility will be implemented in a phased manner and Equitas Small Finance Bank Ltd may at a later stage, at its discretion, expand the available triggers or alerts to meet customer requirements, or may discontinue all or any of the facility/features. Equitas Small Finance Bank Ltd may, from time to time, change the features of any trigger or alert. The customer shall be required to keep himself informed of the available triggers or alerts, which will be made available on the website. The customer may, from time to time, modify the triggers selected by him, without the necessity of a fresh registration.

- Customer query or service delivery is based on off-line day-end data of specific date and time.

- Balance in the account, if found to be discrepant, the same should be brought to the notice of the Bank immediately. In case of discrepancy not brought to the notice of the Bank, the balance available in the account would be acceptable as final.

- Any customer availing the Facility will be provided with Alert Facility and/or Request Facility as may be decided by Equitas Small Finance Bank Ltd from time to time keywords for various information requests shall be as may be provided for, from time to time, or available at and/or on the website.

- Equitas Small Finance Bank Ltd will not acknowledge receipt of any instructions or triggers nor shall Equitas Small Finance Bank Ltd be responsible to verify any Instructions or triggers or Mobile Phone Number/s. Equitas Small Finance Bank Ltd will endeavor to give effect to instructions and triggers on a best effort basis and as soon as practically possible for Equitas Bank.

- Equitas Small Finance Bank Ltd may, in its discretion, not give effect to any triggers if Equitas Small Finance Bank Ltd has reason to believe (which decision of Equitas Small Finance Bank Ltd shall be binding on the customer) that the triggers are not genuine or otherwise improper or unclear or raise a doubt or in case any Triggers cannot be put into effect for any reasons whatsoever.

- The customer is responsible for intimating to Equitas Small Finance Bank Ltd any change in his Mobile Phone Number or Account details, and Equitas Small Finance Bank Ltd will not be liable for sending Alerts or other information over the customer's mobile phone number recorded with Equitas Bank.

- 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 remains inaccessible for a continuous period (such period dependent upon service providers) from the time an Alert message is sent by Equitas Bank, that particular message may not be received by the Customer.

- Triggers will be processed by Equitas Small Finance Bank Ltd after receipt and Equitas Small Finance Bank Ltd shall have the discretion to determine the time taken to process such request. The customer acknowledges that there shall be an intervening period between receipt of triggers by Equitas Bank, process of the triggers and the time that the alerts are sent.

- Equitas Small Finance Bank Ltd reserves the right to charge for the Alert Facility and revise such charges and such updates in charges shall be intimated to the Customer through Alerts/ display on the website depending upon the discretion of Equitas Bank.

- Entering the wrong MPIN five times will block the mobile Banking access to the Account. The account will get unlocked after 15 minutes, Customer can re-try with the correct MPIN or can reset the Mobile Banking pin from the mobile application and two such consecutive blockages will de- activate the Facility and the Customer should re register for the services as per the procedure laid down for the same.

- Any change in the business rules of any of the processes will be notified on Bank's website, which will be construed as sufficient notice to the Customer.

- Equitas Bank reserves the right to reject a Customer's request for mobile Banking application without assigning any reasons.

- In the case of a joint account where mode of operation is "Either or Survivor" any of the joint account holders can use the Facility. The transactions in such accounts shall be binding on all the joint account holders, jointly and severally. The Customers are bound to advise the Bank separately, of any change in the mode of operation in an Account and get it effected for necessary modifications to the Application. Accounts where mode of operation is "joint" as also accounts in the name of minor or where minor is a joint account holder are not eligible for Mobile Banking Services.

- The services offered under the Facility will be automatically terminated if the primary account linked for the Mobile Banking Services is closed. Equitas Bank may also terminate or suspend the services under the Facility 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 Equitas Bank.

F) Disclaimer - No Warranty:

Please note that Mobile Banking is provided "as is" and "as available", without any warranty of any kind, either express, implied or statutory. Equitas Small Finance Bank Ltd specifically disclaims any warranty of merchantability or fitness for any particular purpose, warranty of title, non-infringement of intellectual property rights or third party rights and that any information transmitted through your network service provider for Mobile Banking is secure or confidential.

Customers are advised to evaluate and ensure that the quality of the products and/or services accessed through Mobile Banking meets with your expectation. Equitas Small Finance Bank Ltd shall not be responsible for any electronic or mechanical defect, data failure or corruption, computer viruses and bugs or related problems that may be attributable to your telecommunications equipment and/or the services provided by any relevant network service provider.

To the fullest extent permitted by law, Equitas Small Finance Bank Ltd does not warrant that Mobile Banking will be provided uninterrupted or free from errors or that any identified defect will be corrected and that any information provided by Mobile Banking is adequate, accurate, complete, current or reliable.

Customers are advised to call Bank's customer care for any assistance in reference to mobile Banking support at 1-800-3000-1222

NOTHING PROVIDED UNDER MOBILE BANKING IS TO BE CONSTRUED AS AN OFFER OR

SOLICITATION TO SELL OR BUY SECURITIES OR OTHER FINANCIAL INSTRUMENTS, OR AS ADVICE OR

RECOMMENDATION WITH RESPECT TO SUCH SECURITIES OR OTHER FINANCIAL INSTRUMENTS.

G) Disclosure of Information:

By accepting the terms and conditions on the mobile phone while registering for the facility, the Customer hereby authorize the disclosure of any information regarding your Account(s) to any third party in order for Equitas Small Finance Bank Ltd to execute your Instructions under Mobile Banking.

However, if Customer are not agreeable to sharing your information for the purposes and/or to the parties stated in these terms and conditions, Customers are advised to cease using Mobile Banking immediately.

Customers hereby agree and understand that the Equitas Bank, or any third party to whom the Equitas Small Finance Bank Ltd has transmitted information about customers account(s), may disclose this information if required or authorized by any law, regulation, court order or other legal process to do so. Customer hereby also authorize and permit Equitas Small Finance Bank Ltd to transmit messages, information, data, SMS and content to mobile phones or any such devices as may be approved from time to time under Mobile Banking, irrespective of whether the same has been initiated or requested by the customer.

H) Usage of Application Facility:

- Customer agrees to use the Mobile Banking Service Application for financial and non-financial transactions offered by Equitas Bank from time to time.
- Customer also irrevocably authorizes Equitas Bank to debit the Accounts which have been enabled for mobile Banking for all transactions/services undertaken by using MPIN.
- Customer authorizes Equitas Bank to map the account number, User ID and Mobile Phone Number for the smooth operation of the application offered by Equitas 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.
- Customer agrees that he/ she is aware and accepts that application offered by Equitas Bank will enable him/her to transact using MPIN within the limit prescribed by Equitas Bank and will be deemed as bonafide transaction.
- Customer agrees that the transactions originated using the mobile phones are non-retractable as these are instantaneous/real time.
- Customer understands and explicitly agrees that Equitas Bank has the absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding upon him/her.
- Customer agrees to use the facility on a mobile phone properly and validly registered in his/her name only with the Mobile Service Provider and undertakes to use the Facility only through Mobile Phone Number which has been used to register for the Facility.

- Customer agrees that while the Information Technology Act , 2000 prescribes that a subscriber may authenticate an electronic record by affixing his digital signature which has been given legal recognition under the Act, Equitas Bank is authenticating the Customer by using Mobile Number, MPIN or any other method decided at the discretion of Equitas 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 Equitas Bank.

D) Others

- The Customer shall be required to acquaint himself/herself with the process for using the Facility and that he/she shall be responsible for any error made while using the Facility.

- The instructions of the Customer shall be effected only after authentication under his/her MPIN or through any other mode of verification as may be stipulated at the discretion of Equitas Bank.

- While it shall be the endeavor of Equitas Bank to carry out the instructions received from the Customers 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 Equitas 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.

- The transactional details will be recorded by Equitas Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions.

- The Customer hereby authorizes Equitas Bank or its agents to send promotional messages including the products of Equitas Bank, greetings or any other messages Equitas Bank may consider from time to time.

- The Customer understands that Equitas 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.

- The Customer expressly authorizes EQUITAS Bank to carry out all requests/ transactions purporting to have been received from his/ her mobile phone and authenticated with his/ her MPIN. In the case of payment facilities like fund transfer, mobile top up, bill payment, etc, the customer shall be deemed to have expressly authorized Equitas Bank to make the payment when a request is received from him/ her.

- It is the responsibility of the Customer to advise Equitas Bank of any change in his mobile number or loss/ theft of mobile phone by adopting the procedure laid down by Equitas Bank for the purpose.

- The Telecom Service provider of the customer may levy charges for each SMS/ dial/GPRS and EQUITAS Bank is not liable for any dispute that may arise between such telecom service provider and the Customer.

- Equitas 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 confidential Customer information for reasons beyond its control or by action of any third party.

J) Fees and Charges:

Customer hereby acknowledges that Equitas shall be entitled to levy or impose service charges or transaction fees and/or to vary such fees from time to time upon notifying such variation in respect of the Mobile Banking rendered to you across various channels. Your continued use of Mobile Banking to which such charges and fees relate to shall be deemed to be acceptance of the same. Such fees shall be notified on the website and the client would be expected to be apprised of the same.

Customer hereby also authorizes Equitas Small Finance Bank Ltd to debit your Account with such fees, commissions and charges Notwithstanding the service charges or transaction fees imposed by Equitas Small Finance Bank Ltd you are further liable for any charges levied by any of Network Service Providers and/or any other third party as a result of the use of Mobile Banking.

K) Accuracy of Information:

- 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 this information, the Customer understands that Equitas Bank will not be in any way responsible for action taken based on the information. Equitas Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.

- The Customer understands that Equitas Bank will try, to the best of its ability and effort, to provide accurate information and shall not hold Equitas Bank responsible for any errors or omissions that may occur due to reasons beyond the control of Equitas Bank.

- The Customer accepts that Equitas Bank shall not be responsible for any errors which may occur in spite of the steps taken by Equitas Bank to ensure the accuracy of the information and shall not have any claim against Equitas Bank in an event of any loss/ damage suffered as a consequence of an information provided by Equitas Bank found to be not correct.

L) Responsibilities and obligations of the Customer:

- 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 and MPIN, 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.

- The Customer shall take all possible steps to ensure that the Application 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 use the services offered under the Facility using the MPIN in accordance with the procedure as laid down by Equitas Bank from time to time, including the terms and conditions contained herein.

- The Customer shall keep the all personal credentials and MPIN 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.



- It will be the responsibility of the Customer to notify Equitas Bank immediately if he/ she suspect the misuse of the MPIN. He will also immediately initiate the necessary steps to change his MPIN.

- If the mobile phone or SIM is lost, the user must immediately take action to de-register from Mobile Banking Service by requesting the Home branch or via the Contact Center.

- The Customer accepts that any valid transaction originating from the USER ID/ MPIN and / or registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by the MPIN 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 Facility which would be publicized on the Bank's websites and at the branches and would be responsible for taking note of / compliance of such information/ modifications in making use of the Facility.

- 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 Equitas Bank 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 facility is availed and Equitas Bank does not accept/ acknowledge any responsibility in this regard.

- It is the responsibility of the Customer to notify Equitas Bank, about any change in mode of operation, through a separate communication, making a specific reference to the mobile Banking services availed. It is also the responsibility of the Customer to notify Equitas Bank, any other change in the operation of the account which will otherwise make the account ineligible for the mobile Banking service. Any failure on the part of the Customer to advise Equitas Bank separately shall continue to bind all the account holders, jointly and severally for the transactions through this Facility.

#### Termination OR Suspension of Services:

Notwithstanding anything herein to the contrary, Equitas Small Finance Bank Ltd may at any time, in its absolute discretion suspend or terminate your right of access to any of the Mobile Banking / Services without notice for any reason whatsoever and without any obligation to give any reasons: Equitas Small Finance Bank Ltd will automatically terminate customer's right of access to the Mobile Banking once customer cease to maintain any Account with Equitas Small Finance Bank Ltd which can be accessed via the Mobile Banking or should your access to such Account be restricted by Equitas Small Finance Bank Ltd or any other party for any reason;

Customer can terminate the Mobile Banking by giving prior written notice to Equitas Bank. The Mobile Banking will be cancelled within 7 days from the date of receipt of such notice of termination and customer agrees that Equitas Small Finance Bank Ltd shall not be obliged to effect any Instruction received on any day falling after the receipt of notice of termination. Equitas reserves the right to terminate the Mobile Banking for any reasons whatsoever, provided the Bank gives you 15 days' prior written notice.; Customer also acknowledges that termination will not affect the liability or obligations in respect of Instruction processed by Equitas Small Finance Bank Ltd by and on behalf of customer.

#### Liabilities:

Customer shall be responsible for and liable for any loss or damage suffered by Equitas as a result of any breach of any of the Terms and Conditions stipulated herein.

Under no circumstances and under no legal theory, tort, contract, or otherwise shall Equitas Small Finance Bank Ltd be liable to customer or any person for any direct or indirect, special, incidental, or consequential damages of any character, including and without any limitation, damages for loss of goodwill, loss of use, data, profits, work stoppage, injuries or any and all damages or losses or expenses that arise by accessing and/or using Mobile Banking including but not limited to any one of the following circumstances:

Where Equitas Small Finance Bank Ltd has reason to doubt the authenticity of the Instruction(s). In such an instance, Equitas Small Finance Bank Ltd is under no obligation to investigate the authenticity or authority of person(s) effecting, the Instructions or verify the accuracy and completeness of your Instruction(s);

- where the Equitas Small Finance Bank Ltd is required by law to prohibit withdrawals from your Account(s);

- where your Account(s) is frozen or closed;

- where customer is unable to access or use Mobile Banking;

- where customer fails to provide necessary and/or accurate information or Instruction(s) for the performance or completion of transactions;

- where there is a system, server or connection failure, error, omission, interruption, delay in operation or transmission, or computer virus, malicious codes, Trojan horses or corruption or delay in performance or non-performance of any obligation of the Equitas Small Finance Bank Ltd herein due to any cause beyond the control of the Equitas Small Finance Bank Ltd including but not limited to technical breakdown, strikes or other industrial action or communications or power failure;

- where customer fails to maintain sufficient funds in your account(s) to perform any instructions given by the customer;

- where customer fail to follow the current instructions, procedures and directions for using Mobile Banking;

- where there is any loss or damage caused by third parties or any circumstances beyond Equitas Small Finance Bank Ltd reasonable control;

- where there are errors, alterations or destruction of any Instruction(s), data or information transmitted through Mobile Banking;

- where there is a failure or delay caused by any of network service providers; Equitas Small Finance Bank Ltd will not be held responsible for any losses and/or damages suffered by you due to error in giving Instruction(s) by the customer.

#### Compatibility:

Mobile Banking application will work on Android phones version 4.1 or >, Apple IOS 6 or > and Windows 8.1

#### Indemnity:

Customer hereby agree to indemnify and keep fully indemnified Equitas Bank, its employees, agents, co-branders against any action, claim, demand, expenses (including legal fees on a full indemnity basis) suffered or incurred arising from customer's access and/or use of Mobile Banking save and except for such losses and damages directly caused by Equitas Small Finance Bank Ltd gross negligence or fraudulent conduct including but not limited to:-

- use or misuse of Mobile Banking or the contents therein;
- breach or non-observance of the terms and conditions herein; and
- infringement of rights of any third party in conjunction with your use or access to Mobile Banking.

#### Modification of the Terms & Conditions

Equitas Small Finance Bank Ltd reserves the right to amend the terms and conditions herein at its sole discretion at any time. Notice of such amendments shall be given in advance in such manner as the Equitas Small Finance Bank Ltd may deem fit and proper.

#### Notices:

Customer consent that all notice(s) and other communication required under these Terms and Conditions or which concern Mobile Banking shall be deemed to have been delivered:

- On receipt, if sent by SMS through Mobile Banking;
- On the date of publication of the advertisement, published in any newspaper;

All notices from customer to Equitas Small Finance Bank Ltd concerning Mobile Banking and/or these Terms and Conditions shall be in writing, signed by customer and sent to the address provided below or in any such other way or to such other address as Equitas Small Finance Bank Ltd may notify you from time to time.

Equitas Small Finance Bank Ltd

Spencer Plaza, 4th Floor, Phase II

No-769, Anna Salai, Chennai – 600 002

#### Governing Law and Jurisdiction:

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 Tamil Nadu, Chennai.

Equitas Small Finance Bank Ltd accepts no liability whatsoever, direct or indirect for non-compliance with the Laws of any country other than that of India. The mere fact that the Mobile Banking can be accessed by a Customer in a country other than India does not imply that the laws of the said country govern these terms and conditions and / or the operations in the accounts of the customer and /or the use of the Mobile Banking services.