

Terms and Conditions governing the use of the Mobile Banking Service provided by IDBI Bank Ltd.

Applicability of the Terms and Conditions

The terms and conditions contained herein, as amended from time to time, shall apply to the mobile banking service offered by the Bank. The customer(s) / User, requesting the Bank for the mobile banking service / Facility by making an application, shall be deemed to have requested the Bank to offer the same on the terms and conditions contained herein, which the customer(s) / User has read, understood, agreed and consented to the same. These terms and conditions shall be deemed to have been incorporated in the application form submitted by the User and shall be in addition to and not in derogation of other terms and conditions relating to any account of the User and/or the respective product or the service provided by the Bank.

Definitions

The following words and expressions shall have the corresponding meanings set out herein below in this document unless repugnant to the context:

‘Account(s)’ shall mean the savings/current/fixed deposit account(s) or cash credit/overdraft/ loan account(s) maintained (or operated, in case of minors) by the User with the Bank in relation to which the User has made an application for availing the Facility.

‘Bank’ shall mean IDBI Bank Limited, a company within the meaning of the Companies Act, 2013 and also a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its Registered Office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 and the expression shall include any successor or assign of it.

‘User’ refers to the customer(s) of the Bank or in case of a minor the natural guardian authorized to operate the Account(s) who has made an application for using the Facility in relation to the Account(s).

‘Facility’ shall mean the mobile banking service/facility offered by the Bank allowing the User to access information relating to the Account(s) and also use/avail the product and services as may be made available on the various devices/media like mobile phone / tablets by the Bank from time to time and which may include the services over App/USSD/WAP or browser/ SMS Banking.

‘Mobile Phone’ shall mean the handset and the SIM card along with the accessories and necessary software(s) for the GSM and CDMA phones used by the User for using/availing the Facility.

‘Mobile Phone Number’ shall mean the Mobile Phone Number registered with the Bank in relation to the Account(s).

‘MPIN’ shall mean the Personal Identification Number or Password for accessing the Facility.

‘OTP’ shall mean One-Time Password received through SMS or generated on the Mobile Phone through Application.

‘USSD’ shall mean Unstructured Supplementary Service Data.

‘Application’ or **‘App’** shall mean the Bank’s official application for availing/using the Facility which may be downloaded onto the Mobile Phone by the User.

‘WAP’ means Wireless Application Protocol.

‘SMS Banking’ means a short messaging service banking that allows User, subject to the terms and conditions of the Facility, to access the Account and / or use/avail the product and services offered under the Facility as may be made available by the Bank.

For the purposes of this document all reference to the User in masculine gender shall be deemed to include feminine gender also.

Eligibility

The Facility shall be made available only in respect of the Account(s) which the User is authorised to operate “singly” or on “either or survivor” or on “anyone or survivor” basis and shall be provided at the sole discretion of the Bank. In case of minor accounts, only the natural guardian of the minor shall be the User, who shall be eligible to avail of this service. In case of joint Account/s, the written mandate of other account holders authorising the User to use / avail the Facility would be required. Further, all such joint account holders shall agree that all or any transactions arising from the use of the Facility in the Account(s) shall not be questioned and shall be binding on all them, jointly and severally.

Application

The application for use of the Facility (and/or for any changes to the options available under the Facility) shall be made in such manner and through such modes as may be specified and made available by the Bank from time to time. Application for the Facility made by use of permissible modes as specified by IDBI Bank from time to time shall be accepted by the Bank only after authentication of the User through such modes of verification as may be stipulated by the Bank from time to time and as may be decided at the sole discretion of the Bank. The Bank shall be at full liberty to reject the application of User and deny the Facility without incurring any liability towards the User or any other person.

Instructions for availing services

All instructions for availing the services under the Facility shall be provided through the Mobile Phone Number and/or in any other manner indicated by the Bank. The User shall be solely responsible for the accuracy and authenticity of the instructions provided to the Bank and the same shall be considered to be sufficient for availing of the services under the Facility. In the event of any wrong or incorrect instructions being provided by the User, the Bank shall not be held liable to the User in any manner whatsoever.

Authorisations

- The User irrevocably and unconditionally authorizes Bank to access the Account(s) for the service for effecting banking or other transactions of the User through the Facility.
- The User expressly authorizes the Bank and gives his/her consent to disclose to any third party, all information in its possession (whether relating to Account(s) and / or the User), as may be required by them to provide the services to the User under the guise of the Facility.
- The authority to record the transaction details is hereby expressly granted by the User to the Bank. 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.
- User authorizes the Bank to send /cause to send any message or make calls / cause to make calls to Mobile Phone Number to inform about any promotional offers including information regarding Banks' new products either now available or which the Bank may come up with in the future, greetings or any other message that the Bank may consider appropriate.
- The User irrevocably and unconditionally agrees that such calls or messages made by the Bank and or its agents shall not be construed as a breach of the privacy of the User and shall not be proceeded against accordingly.
- The User authorizes Bank to send any rejection message, if it finds that the request sent by the User is not as per the Bank's format/requirement.
- The Bank shall make all reasonable efforts to ensure that the User information is kept confidential. The Bank however shall not be responsible for any divulgence or leakage of confidential User information.
- The User expressly authorizes the Bank to carry out all request(s) or transaction(s) for and/or at the request of the User as are available to the User through the Facility without the Bank having to verify

the authenticity of any request or transaction purporting to have been received from the User through the Facility.

- The Bank shall have the option to introduce any new facilities through the Facility at any time in future and the User shall be deemed to have expressly authorized the Bank to make payment of the same when a request is received from him/her.
- The User expressly authorizes the Bank to carry out all requests/ transactions purporting to have been received from the Mobile Phone and authenticated with his/ her MPIN/ password/OTP. In the case of payment facilities like fund transfer, mobile/dth top up, bill payment, etc., the User shall be deemed to have expressly authorised the Bank to make the payment when a request is received from him/ her.

Business Rules governing the Facility

The following Business rules will apply to the Facility:

- The Bank will provide an online mobile banking channel access and password creation option on its web-site or any other suitable platform to the User to create their own MPIN / password for availing the Facility and also for opting for any/ all of the mobile banking access channels comprising of SMS, USSD, WAP/Browser and Downloadable APP and for setting their respective passwords.
- The User will be enabled by default for SMS Banking on successful processing of the User's application for the Facility.
- The User is required to visit the Bank's website and select appropriate access channels for accessing the products / services through the Facility and set their respective passwords online.
- Only on a specific request of the User, the Bank may dispatch the MPIN/password in physical/paper form to the address of the User registered with the Bank. However, this will be done only at the sole discretion of the Bank or if the User has not availed of a Debit-cum-ATM Card / PIN from the Bank which is necessary for authenticating the User for the online channels access and password creation facility.
- Entering the wrong MPIN /password as per the Bank's deemed security parameters will block the access to the Facility. Input of wrong authentication credentials on the Bank's online channel access and password creation link would result in de-activation of the online facility and the User will have to submit a written request for re-activation of the online facility as per the procedure laid down by the Bank for the same from time to time.
- Any change in the business rules of any of the service, products or processes / the Facility will be notified on Bank's website www.idbi.com or www.idbibank.com which will be construed as sufficient notice to the User.
- In the case of a joint account where mode of operation is "Either or Survivor" or "Anyone or Survivor" any of the joint account holders can use the Facility provided they have been issued a Customer Identification Number. The transactions in such accounts shall be binding on all the joint account holders, jointly and severally. The User/ joint account holders 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 "jointly" are not eligible for the Facility.
- The Bank reserves the right to reject the application made by the User to avail the Facility without assigning any reasons and without being liable in any manner whatsoever.
- The Bank may temporarily suspend the Facility, if the same has not been accessed by the User for a continuous period of six months or more.

Funds Transfer Facility

The User accepts that he/she will be responsible for keying in the correct details which are required to initiate fund transfers through the Facility or such other details as specified by the Bank from time to time. In no case, shall the Bank will be held liable for any erroneous transactions arising out of or relating to the User keying in erroneous details required to make, fund transfers through the funds transfer services offered on the mobile banking service/ the Facility. If the funds transfer facility is made available to the User, it may be used for transfer of funds from Account/s to other accounts belonging to self or third parties maintained with the Bank and/or at any other bank which falls under the network of RBI's Electronic Fund Transfer or National Electronic Fund Transfer system or Real Time Gross Settlement or through IMPS (Immediate Payment Service) of NPCI

(National Payments Corporation of India). In such an event, the terms applicable to such facilities, in addition to those applicable to the Facility, shall be applicable.

Limits for Transactions

User can make financial transactions of values up to such amounts as will be displayed on Bank's website www.idbi.com / www.idbibank.com for all financial services including but not limited to funds transfer, bill payment, IMPS, pre-paid mobile /dth recharge or for any other product/service provided through/under the Facility. The limits shall apply separately for transactions carried out over the WAP/Browser channel and the App. Daily Transaction limits for the SMS and USSD Channel will apply separately as per applicable guidelines of RBI issued from time to time. The transaction limit for each product/services provided through the Facility shall be as displayed in the respective product/service page on the Bank's website www.idbi.com / www.idbibank.com. The Bank may, at its sole discretion, increase or reduce the limit up to the limit as permissible under applicable laws. The User would be required to submit a written application in the prescribed format to the Bank, for any request to increase the default limits which should be within the limits prescribed by RBI from time to time. The Bank shall at its sole discretion accept or reject such an application made by the User

Mobile Banking Channel Access

The Bank will endeavor to provide the mobile banking service / the Facility across various platforms viz. SMS, USSD, WAP/Browser, App or any other technology channel/platform available as per the existing/ current technology trends. The User may avail any or all of the mentioned channels to access and transact upon the Account(s) subject to the User availing suitable platform / channel plans/ packages from the telecom service provider. The User acknowledges that the Facility is dependent on the infrastructure, connectivity and services provided by telecom service providers and that the Bank has absolutely no role to play with respect to any technical issues faced by the User in accessing the Facility or for any unsuccessful transactions occurring due to telecom related infrastructure/ deficiencies in services of the telecom operator or mobile signal strength related issues. The Bank shall not be liable for any non performance of product/service offered under the Facility or any error, loss or distortion of data in transmission due to any reason attributable to the telecom service provider or any other technical issue beyond the control of the Bank, due to which the Facility may not be availed/used by the User or is unavailable to the User.

Usage of the Mobile Banking Service:

By accepting the terms and conditions on the mobile phone while registering for the Facility, the User:

- agrees to use the Facility for financial and non-financial transactions offered by the Bank from time to time.
- irrevocably authorizes the Bank to debit the Account(s) for all transactions/services undertaken by using the Facility .
- authorises the Bank to map the Account(s) number(s), user/ login ID and Mobile Phone Number for the smooth operation of the Facility 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.
- agrees that he/ she is aware and accepts that the Facility will enable him/her to transact using MPIN / password/ OTP within the limit prescribed by the Bank and will be deemed as bona-fide transaction.
- agrees that the transactions performed through the Facility are non-retractable as these are instantaneous/real time.
- understands and explicitly agrees that Bank has the absolute and unfettered right to revise the ceilings prescribed for the limits of transactions from time to time which will be binding upon him/her.
- agrees to use the Facility on a Mobile Phone properly and validly registered in his/her name only with the telecom service provider and undertakes to use the Facility only through Mobile Phone Number which has been used to register for the Mobile Banking Service.

- agrees that while the Information Technology Act, 2000 prescribes that a subscriber may authenticate an electronic record by affixing his/her digital signature which has been given legal recognition under the Act, the Bank is authenticating the User by using Mobile Number, MPIN / Password/OTP or any other method 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 User and hence the User is solely responsible for maintenance of the secrecy and confidentiality of the MPIN/password/ OTP without any liability whatsoever to the Bank.
- agrees 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.
- agrees that while it shall be the endeavour of the Bank to carry out the instructions received from the User 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 User expressly authorizes the Bank to access the Account(s) information required for offering the services under the Facility and also to share the information regarding the Account(s) with any third party as may be required to provide the services under the Facility.
- agrees that the telecom service provider of the User may levy charges for each SMS/ USSD/GPRS Session and that the Bank is not liable for any dispute that may arise between such telecom service provider and the User.

Liabilities and Responsibilities of the User

- The User shall be responsible for the accuracy of any information provided by him/her for availing the Facility.
- The User is solely responsible for protecting his/her Mobile Phone Number and MPIN/password for the use of the Facility.
- The User shall be liable to the Bank for any kind of unauthorized or unlawful use of any of the abovementioned MPIN/password/OTP or the Facility or any fraudulent or erroneous instruction given and any financial charges thus incurred shall be payable by the User only.
- The User accepts that for the purposes of the Facility any transaction emanating from the Mobile Phone Number or through the MPIN/password/OTP or other credentials of the User shall be assumed to have initiated by the User.
- The User shall request the Bank to suspend the Facility, if the Mobile Phone has been lost or has been allotted to some other person. Also he/she shall be obliged to inform the Bank about any change in the Mobile Phone Number or any unauthorized transaction in his/her account of which he/she has knowledge.
- The User shall be liable for all loss if he / she has breached the terms and conditions of the Facility or contributed or caused the loss by negligent actions or a failure on his / her part to advise the Bank promptly about any unauthorized access in the Account(s).
- The User shall keep the user/login ID and MPIN/password/OTP 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 User to notify the Bank immediately if he/ she suspect the misuse of the MPIN/password. In such a case, the User will also immediately initiate the necessary steps to change the MPIN/password/other credentials.
- The User 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/or at the branches and would be responsible for taking note of / compliance of such information/ modifications in making use of the Facility.
- The User shall be liable for all loss or breach of the terms and conditions of the Facility or contributed or caused the loss by negligent actions or a failure to advise the Bank within a reasonable time about any unauthorised access in the Account(s).
- The User 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 in this regard.

No Liability of the Bank

1) The Bank shall, in no circumstances, be held liable to the User, if access is not available to the Facility in the desired manner for any reasons whatsoever including natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or network failure, non-delivery of SMS, software or hardware error or any other reason beyond the control of the Bank. Under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person. The Bank is in no way liable for the services provided by the telecom service provider to the User in relation to the Mobile Phone Number or otherwise. The Bank is in no way responsible/ liable for the charges levied by the telecom service provider in relation to transactions carried out through the Facility.

2) The Bank, when acting in good faith, shall be absolved of any liability in case of:

(a) any unauthorised use of the User's MPIN/ password/ OTP or Mobile Phone Number or Mobile Phone or for any fraudulent, duplicate or erroneous instructions given by use of the User's credentials

(b) acting on any instructions received by the Bank from or on behalf of the User in relation to the Facility;

(c) error, default, delay or inability of the Bank to act on all or any of the instructions given by the User;

(d) loss of any information/instructions in transmission;

(e) unauthorized access by any other person to any information /instructions given by the User or breach of confidentiality;

(f) Bank being unable to receive or execute any of the requests from the User 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 Bank.

(g) any kind of loss, direct or indirect, incurred by the User or any other person due to any failure or lapse in the Facility which are beyond the control of the Bank.

(h) 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 Bank which may include technology failure, mechanical breakdown, power disruption, etc.

(i) any lapse or failure on the part of the service providers or any third party affecting the said Facility and that the Bank makes no warranty as to the quality of the service provided by any such provider.

(j) 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 User or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the Bank 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 User and the network of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the tele-communication equipment of the User, 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 Facility.

(k) the Application is not compatible with/ does not work on the Mobile Phone of the User.

Fees

The 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, by notifying the User of such revision in the manner deemed fit by the Bank. The User may, at any time discontinue or unsubscribe to the said Facility in the manner prescribed by the Bank. The User shall be liable for payment of such fees or other charges which may be levied by any telecom service provider in connection with availing of the Facility and the Bank is in no way concerned with the same. The charges payable by the User is exclusive of the amount payable to any telecom service provider and would be debited from the Account(s) on a periodic basis as decided by the Bank in its sole discretion. The User shall be required to refer to the schedule of fees put up on the Bank's website from time to time.

Indemnity

In consideration of the Bank agreeing to provide the Facility to the User, the User hereby irrevocably agrees, to indemnify and keep the Bank indemnified, at all times hereafter, from all losses, damages, costs, legal fees, charges and expenses and consequences whatsoever, suffered or incurred by the Bank on account of any claims, actions, suits or otherwise instituted by the User, or any third party whatsoever, arising out of or in connection with the use of the Facility and any and all transactions initiated by the use of the Facility, whether with or without the knowledge of the User, or whether the same have been initiated bona-fide or otherwise which transactions, the User hereby acknowledges, the Bank has processed on the transaction instructions and authority of the User in accordance with these terms and conditions and other applicable specific terms and conditions, as the case may be. The User further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the User notwithstanding withdrawal / suspension / termination (partial or otherwise) of the Facility.

Confidentiality and Disclosure

To the extent not prohibited by applicable law, the Bank shall be entitled to transfer any information relating to the User and/or any other information given by the User for utilization of the Facility to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors and third parties selected by the Bank, wherever situated, for confidential use in and / or in connection with the Facility. Further, the Bank shall be entitled at any time to disclose any and all information concerning the User within the knowledge and possession of the Bank to any other bank/association/financial institution or any other body. This clause will survive the even after the User stops availing the Facility or the Facility is suspended/terminated, partially or wholly, for any reason whatsoever.

Termination

The User may request for termination of the Facility at any time by giving a written notice of at least 10 days to the Bank. The User will continue to be responsible for any transactions that may have been effected through the Facility prior to such cancellation of the Facility.

The Bank may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time without giving prior notice to the User. The Bank may, without prior notice, suspend the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Facility. The Bank shall endeavour to give a reasonable notice for withdrawal or termination or temporary suspension of the Facility. In any event, the User / any other person cannot make the Bank responsible or liable in any manner whatsoever.

Modification/ Alterations

The Bank reserves the absolute discretionary right to make any amendments in the terms and condition of the Facility at any time as it may deem fit without any prior notice to the User. Any such amendment shall be communicated to the user by displaying on the website www.idbi.com or www.idbibank.com and shall be applicable to the User availing the Facility.

Communication

The Bank and the User may give notice under these terms and conditions electronically to the mailbox of the User (which will be regarded as being in writing) or in writing by delivering them by hand or by sending them by post to the address of the User registered with the Bank and in case of the Bank at its office at Alternate Channels Dept, IDBI Bank, 13th Floor, A Wing, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400 005. In addition, the Bank shall also provide notice of general nature regarding the Facility and terms and conditions, which are applicable to all users of the Facility, on the website <http://www.idbi.com> ; www.idbibank.com and/ or also by means the customized messages sent to the User over his Mobile Phone Number as short messaging service ("SMS"). In addition the Bank may also publish notices of general nature, which are applicable to all users of the Facility. Such notices will be deemed to have been served individually to the User.

Governing Law and Jurisdiction

The construction, validity and performance of these terms and conditions shall be governed in all respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the competent Courts at Mumbai, India which courts shall have jurisdiction in the matter to the exclusion of any other courts, irrespective of whether such other courts have similar jurisdiction in the matter. The Bank is absolved of any liability arising, direct or indirect, for non-compliance with the laws of any country other than India where the Facility is accessible.

Severability

Any provision of these terms and conditions, which is prohibited or unenforceable shall be ineffective to that extent and for the period of such prohibition or un-enforceability without invalidating the remaining provisions of these terms and conditions and without affecting the validity or enforceability of such or any other provisions of these terms and conditions.