Rajasthan Marudhara Gramin Bank

Alternate Delivery Channel Cell Head Office Jodhpur

Mobile Banking Policy



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Rajasthan Marudhara Gramin Bank



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Mobile Banking Policy



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1. INTRODUCTION

The bank is offering Mobile Banking Service to eligible/select customers through app designed for Android & IOS platforms. The customers would need to accept our terms and conditions and should have access to the Internet. Having account with our Bank does not automatically imply the acceptance of application for Mobile Banking Services. The Bank reserves the right to change/amend/upgrade the app from time to time. There will be no obligation on the part of the Bank to support all the versions of Android / IOS available in the market. The RMGB Mobile Banking facility is very convenient. Bank needs advanced technological/security features on the accounts for operating because of the inherent risks involved in. The confidentiality of the customer's details is prime. All users will be advised to familiarize themselves with the correct and proper use of Mobile Banking Service and the terms and conditions mentioned herein, before opting or using the mobile banking facility.

2. POLICY STATEMENT

Mobile banking infrastructure should be adequately designed, managed and controlled such that Confidentiality, Integrity, Authenticity, Non-Reputability & Availability parameters of the mobile banking data is safeguarded during its entire lifecycle as per the regulatory guideline on the subject. Risks existent with the mobile banking network infrastructure should be identified and appropriate mitigation controls should be put in place by bank wherever applicable.

3. MOBILE BANKING SERVICES

The Bank shall endeavor to provide, gradually, following facilities in phases:

- (i) Inquiry about the balance in his/her account(s)
- (ii) Details about transactions, statement of accounts.
- (iii) Request for issue of cheque-books.
- (iv) Request for transfer of funds between accounts of the same User and other accounts, RTGS/NEFT/IMPS transactions.
- (v) Creation of e-TDR/e-STDR/e-RD.
- (vi) Mobile Top Up, DTH Recharge.
- (vii) Utility Bill Payments.
- (viii) TDS enquiry, Generation of Form 15G/H.
- (ix) Payment of fees of schools/colleges/universities etc.
- (x) Home Loan Interest Certificate.
- (xi) E-Ticketing such as railway, buses, air etc.
- (xii) Standing instruction Enquiry.
- (xiii) Green Pin generation.
- (xiv) ATM Card Activation/Deactivation etc.
- (xv) Any other useful/contemporary services.



Bank may add/delete any facilities as the Bank may decide from time to time. These facilities shall be offered in a phased manner at the discretion of the Bank. The Bank at its sole discretion may also make additions/deletions to the Mobile Banking Services being offered without giving any prior notices or reasons. The availability /non availability of a particular service may be advised through the web page or any other mode as the bank thinks fit. No written communication will be compulsory on the part bank. Providing of above facilities will take cognizance of regulatory frame work.

The Bank shall take reasonable care/precaution to, ensure the security of and prevent unauthorized access to the Mobile Banking Services using technology available to the Bank. The User shall not use or will be permitted to use Mobile Banking Service or any related service for any illegal or improper purposes. Users will be advised to use MB through its own personal mobile.

M-PIN and T-PIN will be generated at the time of registration through OTP.

As a safety measure the User shall change the MPIN & TPIN as frequently as possible, at least once in 90 days. In addition to MPIN & TPIN the Bank may, at its discretion, advise the User to adopt any other means of authentication including (but not limited to Biometric Finger Scan), One Time SMS Password (OTP) . Digital certification as and when issued/resorted by Bank, licensed or approved Certifying Authorities/ vendors may also be used.

The User shall not attempt or permit others to attempt accessing the account information stored in the computers and computer networks of the Bank through any means other than the Mobile Banking Services.

4. MPIN AND TPIN:

The USER shall:

Keep the MPIN and TPIN absolute confidential and not reveal them to any other person including any person representing or claimed to be representing the Bank;

- (A) Resetting of MPIN / TPIN: In the event of forgetting MPIN /TPIN, User can retrieve it by using the 'Forgot 6 digit MPIN' button available on login page of RMGB Mobile Banking Application by completion of additional features/security question/OTP as the case may be. The selection of a new MPIN/TPIN shall not be construed as the commencement of a new contract.
- (B) Non-liability of the bank in case of Compromise of MPIN / TPIN: The User should be agreed and acknowledge that Bank shall in no way be held responsible or liable if the User incurs any loss as a result of compromise of User-id and MPIN / TPIN by the User himself or User has failed to follow the Mobile Banking Service instructions as published/hosted by the Bank on the site from time to time. User should be agreed to fully indemnify and hold the Bank harmless in respect of the same.
- (C) Locking of User-id: Mobile Banking User-id shall get locked after 6 incorrect attempts or as may be decided by the Bank from time to time. The same shall be available after 24 hours.
- (D) Deactivation of User-id: The Bank will reserve its discretion to deactivate Mobile Banking User-id, if the same has not been used for a period defined by the Bank. Apart from this the Bank has the right to deactivate the Mobile Banking login of User due to unsatisfactory behavior in the account, as also for misuse of the facility.



The Internet per se is susceptible to various cybercrimes like phishing, vishing (Voice phishing), SMSing (phishing through SMS), compromise of User's system security etc., that could affect Payment Instructions / other instructions to the Bank.

Whilst the Bank shall endeavor to protect the interest of the customers, there will be no guarantee from such cybercrimes and other actions that could affect Payment Instructions / other instructions to the Bank including but not limited to delay or failure in processing the instructions.

The User shall separately evaluate all such risks and the Bank shall not be held responsible for the losses arising out of such cybercrimes.

OUTSOURCING

The Bank may have to engage outsourcing agency (ies) to provide/support MB transactions such as aggregators, enter in to agreement with various players such as Ticketing (Air,Bus,Railway). All out sourcing contracts will have detailed security requirements and the vendor(s) should be in a position to comply with such requirements. Bank may specify accountability of such service providers.

6. TECHNOLOGY RISKS:

The app of the Bank may require maintenance and during such time it may not be possible to process the request of the customers. This could result in delays and/or failure in the processing of instructions. The user will be prompted to download the latest version of the app time to time. The bank can stop the use of old versions of app without any prior notice.

The User should understand that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by the Bank to honour any customer instruction for whatsoever reason. In the event of up gradation/break down of system or any other reason beyond the control of the bank, the app remains unavailable to the user, it shall not construe any liability or responsibility on the part of the bank.

The bank cannot be held responsible/liable financially or otherwise for non-availability of the facility for any or whatever reason.

7. JOINT ACCOUNTS:

The Mobile Banking Services currently will not be available to joint accounts. Joint Account holders are strictly not eligible to use the Facility. If a customer is already registered to the Facility, subsequently opens a joint account with his customer ID at a later point of time, then such customers are also not eligible to use the facility. The Bank reserves the right to withdraw the Facility of such customers without any prior notice. The customer is liable/responsible for the disputes/legal issues that may arise at a later date.

8. FUTURE ACCOUNTS: The terms and conditions of Mobile Banking facility shall automatically/mutatis mutandis apply to account opened in future by the User under the same CIF.



9. OPTIMIZE LOAD ON I.T. RESOURCES:

The Mobile Banking Service Support will be provided by our ASP – C-Edge Technologies Ltd. The service provider will assess the volume of transactions/Daily transactions/reconciliation in order to optimize the resource. In the event of increase in volume of transaction/web hits the service provider will optimize/upgrade the server.

10. MARKETING:

We have large number of educated customers, out of which many have their salary accounts with us. We would target these account holders for internet banking. It will reduce our overhead transaction cost as footfall of the customers will be reduced. It will promote non cash transaction.

Mobile Banking App may be used as a platform for advertising and marketing of banks' other products & services including limited period offers, detailing interest rates in Deposit and Advances. It will be used for direct communication with the customer base. In order to increase the Mobile Banking user marketing strategies looking to avenues available will be adopted including displaying hoardings, advertising through our web portal. Internally all members of staff will be motivated to use our Mobile Banking facility to acquaint them with the system, use and its security features.

11. MIS:

MIS tool will generate report regularly and will be put up to top management to formulate policies and strategies.

12. TRAINING:

In-house training's including on site will be conducted for employees on regular basis as & when required.

13. LIMITS:

The User should be aware that the Bank may from time to time impose maximum and minimum limits including daily time and amount limits. The User should acknowledge that the same is to reduce the risks on him/her. For instance, the Bank may impose transaction restrictions within particular periods or amount restrictions within a particular period or even each transaction limits. The User shall be bound by such limits imposed and shall strictly comply with them. The Bank shall put an appropriate message in this regard on the relevant page or the website.

14. CHARGES:

Currently, this facility is absolutely free for all eligible Account holders. However, The Bank at its discretion may specify/levy charges for usage of Mobile Banking Services and/or additional charges for selected services which will be published on the Website of the Bank (www.rmgb.in).

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User shall have to maintain sufficient funds (or drawing power for credit facilities) in any Account for transactions through the Mobile Banking. Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. Bank may withdraw the provision of Mobile Banking, wholly or partly.

16. LIABILITIES OF THE BANK/DISCLAIMER:

The Bank shall not be liable for any unauthorized transactions in the account(s) through the use of Mobile Banking Services which can be attributed to the fraudulent or negligent conduct/omission on the part of the User. The Bank shall not be liable to the account holder(s) for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on investment or any other loss of any character or nature whatsoever and whether sustained by the account holder(s) or any other person, if Mobile Banking access is not available in the desired manner for reasons including but not limited to natural calamity, fire and other natural disasters, legal restraints, faults in the telecommunication network or Internet or network failure, software or hardware error or any other reasons beyond the control of the Bank. The Bank shall endeavor to take all possible steps to maintain secrecy and confidentiality of its customer account(s)/information but shall not be liable to the account holder(s) for any damages whatsoever caused on account of breach of secrecy/confidentiality due to reasons beyond the control of the Bank. Bank at its discretion, for valid reasons, may refuse to execute any instructions placed by the User. The Bank will in no way be held responsible or liable for delay, failure and/or untimely delivery of SMS password and/or SMS Alerts due to but not limited to network congestions, network failure, systems failure or any others reasons beyond the reasonable control of the Bank or its service provider(s). Where Bank has reason to believe that any transaction or marking of liens, have been fraudulently made (hereinafter referred to as a "suspect transaction"), Bank shall be entitled to withhold payment pertaining to such suspect transaction in accordance with regulatory laws relating to Money Laundering or otherwise. If Bank determines after due enquiry and investigation that the transaction is a valid transaction and not a suspect transaction, Bank shall release such withheld payment subsequently.

17. DISCLOSURE/USE OF PERSONAL INFORMATION:

The User should agree that the Bank or its service providers may hold and process his/her Personal/Technical Information on Computer or otherwise in connection with Mobile Banking Services as well as for statistical analysis purposes etc.

The User should agree that the Bank may collect user system related information. The User should also agree that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

- For participation in any electronic clearing network.
- In compliance with legal and/or Reserve Bank of India's directive.
- For fraud prevention purposes.
- Regulatory requirement.
- The Bank will not collect or disclose any confidential details to any person, in general.

18. AMENDMENTS:

The Bank will have the absolute discretion to amend or supplement any of the Terms and Conditions at any time, without prior notice. However the Bank will endeavor to notify the changes by posting it on the website or through advertisement or any other means as the Bank may deem fit which will be binding on the User. The existence and availability of the new functionalities/facilities/features will be notified to the User as and when they are made available. By using these new services, the User should agree to be bound by the terms and conditions applicable there for.

19. NON-TRANSFERABILITY:

The grant of facility of Mobile Banking Services to a User is non-transferable under any circumstances and shall be used by the User only.

20. TERMINATION OF MOBILE BANKING SERVICES:

The User may request for termination of the Mobile Banking Services facility any time by giving a written notice. The User will remain responsible for transactions made on his/her account(s) prior to the time of such cancellation of the Mobile Banking Services. The Bank may at its sole discretion, at any time without giving notice or reasons suspend or terminate all or any of the Mobile Banking services offered by the Bank or there use by the User including but not limited for reasons such as:

- · Breach of these terms and conditions by the User.
- Knowledge or information about the death, bankruptcy or legal incapacity of the User.

21. FORCE MAJEURE:

The Bank shall not be liable for delay in performing or failure to perform any of its obligations under MB facility which will be caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, natural calamities, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes.

22. JURISDICTION:

In case of any litigation, jurisdiction will be at the centre where Head Office of the Bank is located, i.e. Jodhpur (Rajasthan) at present.

This Mobile Banking policy will be subject to change/modify/amend/suspend periodically or as and when warranted. The terms and conditions those will be entered into between the bank and users are as follows:



23. TERMS OF SERVICE (Terms & Conditions):

These Terms and conditions, as amended from time to time by the Bank shall govern the use of Bank's Mobile Banking Service by a person.

Definitions:

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

Customer: the holder of a Bank account in Rajasthan Marudhara Gramin Bank.

MPIN: shall mean the Personal Identification Number (password) for the Mobile Banking Services.

MB: shall mean Mobile Banking Services for the sake of brevity.

Bank: shall mean Rajasthan Marudhara Gramin Bank.

Facility: shall mean Mobile Banking facility provided to the customers.

Mobile Phone Number: shall mean the Mobile number that has been used by the customer to register for the Facility.

Application: shall mean the Bank's Mobile Banking application which will be downloaded onto the mobile phone of the Customer.

OTP: One Time Password is an SMS sent to the customer's registered mobile on initiation of a transaction using MB.

Applicability of Terms and Conditions: By activating the MB on this mobile, the Customer thereby agrees to these Terms and Conditions, which form the contract between the Customer and Bank. MB of the Bank 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 Services: The following Business rules will apply on MB being offered by the Bank.

- 1. The facility will be available to customers having a satisfactory running Savings / Current / Overdraft account with the Bank.
- 2. Any change in the business rules of any of the processes will be notified on Bank's website www.rmgb.in which will be construed as sufficient notice to the customer.
- 3. Joint Account holders are strictly not eligible to use the Facility. If a customer is already registered to the Facility, subsequently opens a joint account with his customer ID at a later point of time, then such customers are also not eligible to use the facility. The Bank reserves the right to withdraw the Facility of such customers without any prior notice. The customer is liable/responsible for the disputes/legal issues that may arise at a later date.

- 4. The Bank reserves the right to reject a Customer's application for MB without assigning any reasons.
- 5. The Bank has right to suspend the registration of any Customer if the Facility has not been accessed by the Customer for three months or more & right to cancel the registration if the facility has not been accessed for six months or more.
- 6. The Customer can request for termination of the Facility by visiting the branch and giving a written request. The Customer shall remain accountable for all the transactions on the designated account made request 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 for any maintenance or repair work for any breakdown in the Hardware/ Software for Mobile Banking, any emergency or security reasons without prior notice and the bank shall not be responsible if such an action has to be taken for reasons of security or emergency.
- 8. The 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 the Bank.

Eligibility: The facility is available for customers having mobile number registered with his/her Account and the Facility shall be offered to resident individuals (above the age of 18 years) with mode of operation 'Self, Either or Survivor, Former or Survivor'. In the case of joint Account(s) with mode of operation 'Jointly', this facility shall not be available. At present RMGB Mobile Banking is not available to Non Resident Accounts. For Corporate Customers, the facility is available to Current A/c with Individual name & Current A/c of proprietorship firm only.

Apply for Mobile Banking: Customer can apply for RMGB Mobile Banking by placing a request at RMGB Home Branch by filling in the Customer Request Form or by opening Digital/Insta account using RMGB DISA application or by any other mode provided by RMGB time to time.

Usage of Facility: By accepting the terms and conditions on the mobile phone while registering for the facility, the customer:

- 1. Agrees to use the MB for financial and nonfinancial transactions offered by the Bank from time to time.
- 2. Also irrevocably authorizes the Bank to debit the Bank Account which have been enabled for MB for all transactions/services undertaken using MPIN.
- 3. Authorizes the Bank to map the customer number, User ID and mobile phone number for the smooth operation of MB offered by 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 MB offered by the Bank will enable

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him/her to transact using MPIN within the limit prescribed by the Bank and will be deemed as bonafide transaction.

- 5. Agrees that the transactions originated using the mobile phones are non-retractable as these are instantaneous/real time.
- 6. Understands and explicitly agrees that Bank has the 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 properly and validly registered in his/her name only with the Mobile Service Provider and undertakes to use the Facility only through mobile number which has been used to register for the Facility.
- 8. 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, the Bank is authenticating the customer by using Mobile Number, MPIN 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 customer and hence the customer is solely responsible for maintenance of the secrecy and confidentiality of the MPIN without any liability to the Bank.

Others:

- 1. 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.
- 2. The Bank reserves the right to decide what services may be offered. Additions/ deletions to the services offered under the facility are at its sole discretion.
- 3. The instructions of the Customer shall be effected only after authentication under his/her USER 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 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 the Bank to access his/her account information required for offering the services 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 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

- 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 confidential 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. In the case of payment facilities like fund transfer, mobile top up, bill payment, etc, the customer shall be deemed to have expressly authorised the Bank to make the payment when a request is received from him/ her.
- 10. It is the responsibility of the Customer to advise the Bank of any change in his mobile number or loss/ theft of mobile phone by adopting the procedure laid down by the Bank for the purpose.
- 11. The Telecom Service provider of the customer may levy charges for each SMS/dial/GPRS and the Bank is not liable for any dispute that may arise between such telecom service provider and the customer.
- 12. The disputes that may arise in respect of mobile banking shall be under the jurisdiction of Jodhpur district, Rajasthan, only.

Fee structure for the Facility: The Bank reserves the right to charge the Customer a 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 customer.

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 the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavour to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.

The 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.

The Customer accepts that the Bank shall not be responsible for any errors 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 an 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 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 or authorized by him/ her. The customer will be responsible for the loss/damage, if any suffered.

2. The Customer shall take all steps possible to ensure that his/her mobile phone is not shared with anyone and shall take immediate action to deregister from MB as per

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procedure laid down in case of misuse/theft/loss of the mobile phone or SIM card.

- 3. The Customer will use the services offered under Facility using the MPIN in accordance with the procedure as laid down by the Bank from time to time.
- 4. The Customer shall keep the USER ID and MPIN confidential and will not disclose these to any other person or will not record them in a way that would compromise the security of the services.
- 5. It will be the responsibility of the Customer to notify the Bank immediately if he/ she suspect the misuse of the MPIN. He will also immediately initiate the necessary steps to change his MPIN.
- 6. If the mobile phone or SIM is lost, the user must immediately take action to deregister from MB at Home branch of the primary account enabled for MB.
- 7. The Customer accepts that any valid transaction originating from the USER ID 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.
- 8. 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 websites and at the branches and would be responsible for the same.
- 9. The Customer shall be liable for all loss on breach of the Terms and Conditions contained herein 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.
- 10. 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 in this regard.

Alerts:

- I. The customer is responsible for intimating any change in the Mobile Phone Number or email address or Account details to RMGB and RMGB shall not be liable for sending Alerts or other information over the Mobile Phone Number not received with the Bank.
- II. The Customer acknowledges that to receive Alerts, the Mobile phone number must be active and accessible. The Customer acknowledges that if the Customer's Mobile Phone Number remain inaccessible for a continuous period (such period dependent upon service providers) from the time an Alert is sent by RMGB, that particular Alert may not be received by the customer.
- III. The Customer acknowledges that the provision of the facility is dependent on the infrastructure, connectivity and services to be provided by service providers engaged by RMGB or otherwise. The Customer accepts that timelines, accuracy and readability of Alerts sent by RMGB shall depend on factors affecting other service providers engaged by the Bank or otherwise. RMGB shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the Customer.
- IV. The Alerts would be sent to the mobile phone number, latest registered with RMGB. Alerts shall not be offered for two mobile phone numbers for the same account.

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

The Bank is unable to receive or execute any of the requests from the Customer 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.

There is any kind of loss, direct or indirect, incurred by the Customer or any other person due to any failure or lapse in the facility which are beyond the control of the Bank.

There is 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.

There is 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. The Bank, its employees, agent or contractors, shall not be liable for and in respect of 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 Customer 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 Customer and the network of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, 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.

The Bank will not be responsible if Bank's mobile banking application is not compatible with/ does not work on the mobile handset of the Customer.

Indemnity: In consideration of the Bank providing these facilities, 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, suffer 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.

