

Terms & Conditions Governing Andhra Bank Mobile Banking Facility

1. Definitions:

In these terms & conditions, the following terms shall have the meaning set below unless the context indicates otherwise.

'Andhra Bank' shall mean a body corporate constituted under The Banking Companies(Acquisition and Transfer of Undertakings) Act **1980** – and having its Head Office at 5-9-11, Dr. Pattabhi Bhavan, Saifabad, Hyderabad - 500 004.

'Primary Account' means the main account of the customer for which the facility is being offered.

'Accounts' shall mean Savings Bank/Current Account or any other type of account so maintained by the customer with Andhra Bank for which the facility is being offered or may be offered in future.

'Customer' shall mean a customer of Andhra Bank or any person who has applied for any Product/service of Andhra Bank.

'Alerts' or 'Alert Facility' means the customized messages based on triggers sent as Short Messaging Service (SMS) over mobile phone to the account holders on the mobile no. provided by the customer.

'Alert/Push Facility' shall mean the service provide by Andhra Bank, wherein, the customer can obtain specific information pertaining to his account on his mobile number.

'Batch Alerts' are SMS alerts such as weekly or monthly balance update etc. These alerts are sent in batches.

'Pull Alerts Facility' shall mean the facility through which the customer will make request about his account by sending key words through SMS to mobile phone number provided by Andhra Bank for the purpose.

'Mobile Phone Number' shall mean the number specified by the customer in writing either through application form provided by Andhra Bank or otherwise for the purpose of availing the facility.

'mPIN (Mobile PIN)' shall mean a secret numeric or alpha numeric password usually consisting of four characters shared between a user and a system that can be used to authenticate the user to the system

'Personal information' shall mean the information about the customer obtained in connection with the facility.

'Triggers' means the customized triggers that are required to be set by the customer with Andhra Bank which shall enable Andhra Bank to send the Alerts relating to his account.

'Website refers' to www.andhrabank.in or any other website as may be notified by Andhra Bank from time to time.

In this document all the reference to customers in masculine gender shall be deemed to include the feminine gender.

Signature of Customer

Date

2. Applicability of Terms & Conditions –

These terms & conditions together with the application made by the customer and as accepted by Andhra Bank shall form the contract between the customer and Andhra Bank and shall be further subject to such terms as Andhra Bank may agree with the other service providers. These terms and conditions shall be in addition to and not in derogation of the terms & conditions governing Andhra Bank Internet Banking and relating to any account of the customer and/or any other product or services provided by Andhra Bank.

3. Application

The customer shall apply to Andhra Bank for use of the facility (and/or for any changes to the options available under the facility through forms as prescribed by Andhra Bank from time to time. The customer shall be intimated about the activation of the service.

4. Eligible customer

The customer desirous of using the facility should be either a sole account holder or authorized to act independently. In case of joint accounts the written mandate of other account holders authorizing the customer to use the facility would be required. All or any transactions arising from the use of facility in the joint account shall be binding on all the joint account holders, jointly and severally. An account in the name of the minor in which a minor is a joint account holder or any account where the mode of operation is “operated jointly” is not eligible for the facility.

5. Provisions under National Do Not Call Registry (NDNC)

If the customer has registered or will be registering himself under NDNC and he also wants to avail alert facility of Andhra Bank, he shall continue to receive alerts on his mobile and the same shall not be treated as violation of UCC (Unsolicited Commercial Communication) Regulation on the part of Andhra Bank. The Bank will be absolved of the responsibility of any kind relating to compliance of provisions under NDNC.

6. Availability

Andhra Bank may at its sole discretion, discontinue the facility at any time without any prior notice. The facility is currently available only to Resident Indians. The Bank may at its discretion extend the facility to non-resident customers in respect of Mobile phones of Cellular Service Provider (CSP) rendering services within cellular circles in India.

The facility is available only to the customers of CBS branches of Andhra Bank only across the country.

The alerts will be sent to the customers only if the customer is within the cellular circle of the CSP or in circles forming part of the roaming GSM network agreement between such CSPs.

The access of the customer to the facility shall be restricted to customer availing the facility through mobile phone number. The instructions of the customer shall be effected only after authentication of the customer by means of the verification of the Mobile phone number and/or verification of mPIN / password allotted by Andhra Bank to the customer or to any other mode of verification as may be stipulated at the discretion of the Bank.

Andhra Bank shall endeavor to carry out the instructions promptly provided that Andhra Bank shall not be responsible for the delay in carrying out the instructions due to any reason whatsoever, including failure of operational system network connectivity etc or due to any requirement of law.

Signature of Customer

Date

A mobile phone trigger may not be made by the customer or by Bank if the account operations have been suspended for any reason whatsoever.

The customer assumes full responsibility for the security and confidentiality of his Mobile phone/Mobile phone no. and Mobile phone identification number to be used in initially gaining access to his account(s) through the use of his mobile phones.

7. Process

To receive alerts, the customer may submit an application in a prescribed format as applicable or by any other mode as notified by Andhra Bank from time to time. The customer shall be required to acquaint himself with the detailed process for using mobile alerts and Andhra Bank shall not be responsible for any error made by the customer while setting the triggers.

Any customer availing the facility will be provided with alert facility and / or request facility as may be decided by Andhra Bank from time to time. Keywords for various information requests shall be as may be provided for from time to time including on the application forms available at Andhra Bank branches or on the web site.

8. Setting triggers and receiving Alerts

Andhra Bank will not acknowledge receipt of any instructions or triggers nor shall Andhra Bank be responsible to verify any instructions or. Andhra Bank will endeavor to give effect to instructions and triggers on a best effort basis and as soon as practically possible for Andhra Bank.

Andhra Bank may, in its discretion, not give effect to any triggers if Andhra Bank has reason to believe (which decision of Andhra Bank 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 Andhra Bank any change in his Mobile Phone Number.

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 Andhra Bank, that particular message may not be received by the customer.

Triggers will be processed by Andhra Bank after receipt and Andhra Bank shall have the discretion to determine the time taken to process such request.

Andhra Bank will endeavor to deliver the services offered from time to time as per the timelines furnished below.

Sl. Number	Mobile Banking Services	Keyword	Remarks	Timelines
1	Balance Enquiry	ABBAL	Available	Instant
2	Last three transactions	ABTRN	Available	Instant
3	Cheque status Inquiry	ABCSI	Available	Instant
4.	Change of SMS Password	ABPIN	Available	Instant

Signature of Customer

Date

The customer shall acknowledge that the facilities provided is dependent on the infrastructure, connectivity and services provided by service provider engaged by Andhra Bank. The Customer accepts that timelines, accuracy and readability of Alerts sent by Andhra Bank will depend on factors affecting other service providers engaged by Andhra Bank. Andhra Bank shall not be liable for non delivery or delayed delivery of alerts/services, error and loss or distortion in transmission of alerts to the customer.

The customer accepts that each Alert may contain certain Account information relating to the customer. The Customer authorizes Andhra Bank to send account related information, though not specifically requested, if Andhra Bank deems that the same is relevant. Andhra Bank shall not be held responsible for the confidentiality, secrecy and security of the personal or Account information being sent through the facility.

9. Fund Transfer Facility

Subject to RBI guidelines / regulations in force the customer accepts that he will be responsible for keying in the correct details which are required to make fund transfers through the abovementioned facility; such details being specified by Andhra Bank from time to time. In no case, Andhra Bank will be held liable for any erroneous transactions arising out of or relating to the customer keying in erroneous details required to make fund transfers through the abovementioned facility.

Andhra Bank shall specify from time to time the upper limit that may be transferred by the customer for the abovementioned facility.

If the abovementioned facility is made available to the customer, it may be used for transfer of funds from his account to his other accounts or to other accounts belonging to third parties maintained at Andhra Bank . However, this facility may be extended to other accounts maintained at any other Bank which falls under the network of Reserve Bank of India's National Electronic Fund transfer system or Real Time Gross Settlement (RTGS) system. The liability of Andhra Bank shall only commence subsequent to the debit in the customer's account.

10. Authority to Andhra Bank.

The customer irrevocably and unconditionally authorises Andhra Bank to access all his accounts for effecting banking or other transactions of the customer through the facility. The customer further authorises Andhra Bank to share the Account Information with Third party for the purpose of accepting / executing request of the customers.

11. Accuracy of information

The customer undertakes to provide accurate information wherever required and shall be responsible for the correctness of information provided by him to Andhra Bank at all times including for the purposes of availing of the facility. Andhra Bank shall not be liable for consequences arising out of erroneous information supplied by the customer.

While Andhra Bank will take all reasonable steps to ensure the accuracy of the information supplied to the customer, Andhra Bank shall not be liable for any inadvertent error, which results in the providing of inaccurate information. The customer shall hold Andhra Bank harmless against any loss, damages etc., that may be incurred / suffered by the customer if the information supplied to the customer turns out to be inaccurate / incorrect.

Signature of Customer

Date

12. Disclaimer of liability.

Andhra Bank will not be liable for

- 0a) Any unauthorized use of the customer's identification number or
- b) Mobile Phone number / instrument or unauthorized access to e-mails received at his notified email address for any fraudulent duplicate or erroneous instructions / triggers given by use of the same.

- c) Acting in good faith on any instructions / triggers received by the Bank
- d) Error, default, delay or liability of the bank to act on all or any of the instructions / triggers
- e) Loss of any information / instructions / alerts in transmission
- f) Unauthorized access by any other person to any information / instructions / triggers given by the customer or breach of confidentiality.

Andhra Bank shall not be concerned with any dispute that may arise between the customer, the CSP and any other party and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each alert.

Andhra Bank shall not be held liable in the event that the mobile phone company / mobile phone service provider fails, for any reason whatsoever, to reload the prepaid airtime of the customer. The customer agrees that any complaint in connection with the reload service shall be referred to and addressed by the mobile phone company / service provider.

13. Indemnity

In consideration of Andhra Bank providing the facility, the customer agree to indemnify and keep safe, harmless and indemnified Andhra Bank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever Andhra Bank may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by use of the facility.

The customer hold Andhra Bank its affiliates, harmless against any loss incurred by the customer due to failure to provide the services offered under the facility or any delay in providing the services due to any failure or discrepancy in the network of the cellular service provider.

The Customer agrees to indemnify and hold Andhra Bank harmless for any losses occurring as a result of

- i) The customer permitting any third parties to use the facility.
- ii) The customer permitting any other person to have access to his mobile phone or as a consequence of leaving the mobile phone unattended or loss of mobile phone.

14. Fees

As an introductory offer, the facility is currently being made available by the Bank to the customers free of cost. However, Andhra Bank has the absolute discretion to amend the fees at any time and will endeavor to give prior notice by letter or by displaying on the website or by any other means depending upon the discretion of Andhra Bank, whichever feasible.

15. Modification

Andhra Bank has the absolute discretion to amend or supplement any of the terms and conditions at anytime and will endeavor to give prior notice of fifteen days by letter or by displaying on the website depending upon the discretion of Andhra Bank, whichever feasible, and such amended terms and conditions will thereupon apply to and be binding on the customer.

Signature of Customer

Date

16. Termination

The customer may request for termination of the facility any time by giving a written notice of at least 15 days to Andhra Bank. The said period of 15 days should be reckoned from the date of receipt of the notice by the bank. The customer will remain responsible for any transactions made through his mobile phone number through the facility till the time of such cancellation of facility by the bank.

Andhra Bank may, at its discretion, withdraw temporarily or terminate the facility, either wholly or in part, at any time. Andhra Bank may, without prior notice suspend temporarily 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 requires the temporary suspension of the facility. Andhra Bank shall endeavor to give a reasonable notice for withdrawal or termination of the facility. The closure of all Accounts of the customer will automatically terminate the facility.

17. Governing Law

Any dispute or differences arising out of or in connection with the facility shall be subject to the exclusive jurisdiction of the Courts of Hyderabad

Signature of Customer

Date :

Customer ID :