

## Terms and Conditions for *Baroda mPassbook Services*

### 1.0 Definitions:

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

**Bank** refers to Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, and having its Head office at Baroda House, P.B.No.506, Mandvi, Baroda-390006, and Corporate Office at Baroda Corporate Centre at C-26, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 including any branch / office thereof.

**Baroda mPassbook** is the facility to the customer for viewing the transaction information and other facilities as the Bank may decide upon from time to time and is downloaded in the mobile phone.

**mPassbook Application** shall mean the Bank's mPassbook software downloaded in the mobile phone

**Customer** is a person who holds an account in Bank of Baroda, Fiji

**Account** refers to the customer Savings and / or Current Account, or any other type of account as available in the Bank which may covered under the **mPassbook** facility in future.

**mPIN** shall mean the Personal Identification Number (password) for accessing transactions using mPassbook facility.

**Mobile Phone number** shall mean the mobile number that has been given by the customer to register with the Bank.

### 2.0 Applicability of Terms and Conditions:

By using Baroda mPassbook, the Customer thereby agrees to these Terms and Conditions, which form the contract between the Customer and Bank. mPassbook 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.

### 3.0 General Business Rules governing Baroda MPassbook

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

- 3.1 The Facility will be available to customers having a satisfactory running Savings/ Current account with the Bank.
- 3.2 The Facility is made available to the Customer at his request, at the sole

discretion of the Bank and may be discontinued by the Bank at any time, without notice

- 3.3 The customer is solely responsible to select the period of transactional data storage provided in the settings of Baroda mPassbook application.
- 3.4 Bank reserves the right to reject a Customer's online request for mPassbook without assigning any reasons.
- 3.5 Customer can request for termination of the facility by uninstalling the application from his mobile phone. The Customer shall remain accountable for all the transactional information stored in the mPassbook Application in his mobile phone.
- 3.6 It shall be the Bank's endeavor 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.
- 3.7 The facility may be suspended for any maintenance or repair work for any breakdown in the Hardware/ Software for Baroda mPassbook or any emergency or security reasons without prior notice and bank shall not be responsible if such an action has to be taken for reasons of security or emergency.
- 3.8 The services offered under the facility will be automatically terminated if the accounts linked for the mPassbook Services are closed.
- 3.9 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 or when prohibited by law or an order by a court or Authority.
- 3.10 Any change in the business rules of any of the processes will be notified on Bank's website [www.bankofbaroda.com](http://www.bankofbaroda.com), which will be construed as sufficient notice to the customer.

#### **4.0 Usage of Facility:**

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

- 4.1 Agrees to use the Baroda mPassbook for non-financial enquiry services offered by the Bank from time to time.
- 4.2 Authorizes the Bank to map the account number, mobile phone number for the smooth operation of Baroda mPassbook offered by the Bank and to preserve the mapping record in its own server or server of any third party and to use such data at its discretion for providing/enhancing further banking/ technology products that it may offer.

- 4.3 Agrees that he / she is aware and accepts that facility offered by the Bank will enable him / her to operate using mPIN within the limit prescribed by the Bank and the enquiry service being bonafide will not be disputed.
- 4.4 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 given to register for the facility.
- 4.5 Agrees that the Bank is authenticating the Customer at the time of installation by OTP and at the time of subsequent usage by mPIN and that such authentication would be sufficient for protection of the customer transactions. The customer is solely responsible for maintenance of the secrecy and confidentiality of the mPIN without any liability to the Bank. The Bank at its discretion may adopt other authentication of electronic records and the same will be acceptable and binding on the customer.
- 4.6 Remarks entered by the customer in mPassbook will not be stored at the Bank server/s and are stored in mobile application residing in the mobile phone only. Deleting App/Resetting/Formatting etc of the mobile will result in loss of data in the mPassbook app including remarks.
- 4.7 Only registered mobile number is required for registration of mPassbook and that no other information is sought by the bank.

## **5.0 Miscellaneous**

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 Customer understands that the Bank may send rejection or cannot process the request messages for the service request(s) sent by the Customer which could not be executed for any reason.
- 5.5 Bank shall make all reasonable efforts to ensure that the customer information is kept confidential but shall not be responsible for any inadvertent divulgence or leakage of Customer information for reasons beyond its control or by action of any third party.
- 5.6 Customer expressly authorizes the Bank to carry out all requests purporting to have been authenticated with his/ her mPIN.
- 5.7 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.

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

## **6.0 Fee structure for the Facility:**

At present, Bank does not charge any fee for offering this mPassbook Facility. Bank reserves the right to charge the Customer fee for the use of the services provided under the facility and change the fee structure at its discretion.

Display of such charges on Bank's website would serve as sufficient notice and the same is binding on the customer.

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

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.

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 the event of any loss/damage suffered as a consequence of an inaccurate information provided by the Bank.

## **8.0 Responsibilities and obligations of the customer**

- 8.1 The Customer shall take all steps possible to ensure that his/her mobile phone is not shared with anyone.
- 8.2 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.
- 8.3 The Customer shall keep the 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.
- 8.4 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.
- 8.5 If the mobile phone or SIM is lost, the customer must immediately take action to de-register/ uninstall Baroda mPassbook
- 8.6 The Customer shall keep himself/herself updated with regard to any

information/ modification relating to the services offered under the facility which would be publicized on the websites and at the branches and would be responsible for the same.

- 8.7 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 immediately about any unauthorized access in the Account.
- 8.8 The Customer shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection/SIM card/mobile phone through which the facility is availed and the Bank does not accept/ acknowledge any responsibility in this regard.
- 8.9 The Customer is advised to be prudent in downloading content through blue-tooth and ensure that proper anti-virus software is used from time to time to remove malware residing in the hand-set.

## **9.0 Disclaimer**

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

- 9.1 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 due to reasons beyond the control of the Bank.
- 9.2 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.
- 9.3 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.
- 9.4 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 service 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.

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

**10.0 Indemnity:**

In consideration of the Bank providing the facility, the Customer agrees to indemnify and hold the Bank harmless against all actions, claims, demands proceedings, loss, damages, costs, charges and expenses which the Bank may at any time incur, sustain, 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

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