Mobile Banking Policy

IMPORTANT TERMS AND CONDITIONS FOR MOBILE BANKING

IMPORTANT:

Almora Urban Co-Operative bank Ltd. offers Mobile Banking services electronically through their network which is accessible securely over the Internet, to its customers subject to the following terms and conditions. These Terms and Conditions apply to and regulate the issuance and usage of Mobile banking service offered by Bank to account holder and/or any person as may be specified by the account holder. These terms and conditions (the "Terms") shall be in addition to any other terms as stipulated by Bank from time to time. This shall be deemed to be Agreement between the Bank and the Customer availing Mobile Banking Services.
Kindly read this document carefully, the User's duties and Terms set out herein below. If the User commits a breach of the duties the User will be held liable for the transactions even if the User did not authorize them. Please note that by accepting the terms you are authorizing us to add all the User's Account, including joint accounts to the Internet Banking.

Definitions:
In these terms and conditions, unless there is anything repugnant to the subject or context thereof, the following words / expressions shall have the meaning as stated herein under:

1- **"Bank", "The Bank", "Almora Bank",** means Almora Urban Co-operative Bank Ltd. and its successors and assignees.
2- **"Account"** refers to the Savings and / or Current Account and / or Overdraft Accounts/ or Fixed Deposit Accounts and/or Loan Accounts and/or any other type of Accounts so desig-nated by the Bank to be eligible account(s) for operation through the use of Mobile Bank-ing application.
3- **"Application"** shall mean the Bank's Mobile Banking application which will be downloaded onto the mobile phone of the Customer through Play Store for Android Users and App Store for iOS Users.
4- **"Affiliate"** means and includes:
   i. Any company which is the holding or subsidiary company of Almora Urban Co-operative Bank Ltd., or
   ii. A person under the control of or under common control with Almora Urban Co-operative Bank Ltd., or
iii. For the purpose of this clause, "control" together with grammatical variations when used with respect to any person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "person" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.
5- **"Bank user"** shall mean user who is registered for Mobile Banking / Internet Banking in any capacity.
6- **"CIF"** shall mean Customer Identification Number which is a unique numeric data which identifies a customer.
7- **"Customer"** shall mean an account holder of the Bank.
8- **"Confidential Information"** refers to information of the Customer, obtained by the Bank, for

providing various Services through Mobile Banking .

9- **"Facility"** shall mean Mobile Banking facility provided to the Customer.

10- **“Internet”** refers to the network of computers / mobile phones / other electronic devices which share and exchange information. The Internet is a worldwide broadcasting capability, mechanism for information dissemination, and a medium for collaboration and interaction between individuals and their computers / mobile phones / other electronic devices capable of accessing the Internet without regard for geographic location.

11- **“Login ID / User ID”** is a system generated but random Unique User Id that is given to each Internet Banking registered Customer of the Bank.

12- **“Login Password”** is the Password that the customer needs to use along with the Login Id in order to login to Internet Banking facility.

13- **"Mobile Phone Number"** shall mean the Mobile number that has been used by the Customer to register for the Facility and also the mobile number should be registered with the bank.

14- **“MPIN”** - MPIN stands for Mobile Personal Identification Number and is a 4 or 6-digit passcode used to log in (verify identity) to the Mobile Application and to authenticate the customer on mobile banking application.

15- **“Mobile Banking Services / Mobile Banking Application”** is the Bank's Service (including all modifications of such services) which provides access to account information, and other services (Including transactions of non-financial and financial in nature). The terms Net Banking/ Mobile Banking and Net Banking Services/facility may be interchangeably used.

16- **“Payer”** refers to the person who holds the Debit Account(s).

17- **"Payment Instruction"** shall mean an instruction given by a Customer to transfer funds from the Account held by the Customer to different account(s) held by said Customer with-in the Bank and registered under the said Mobile banking facility and/or an instruction giv-en by a Mobile banking registered customer to transfer funds to any other Customer(s) ac-count within the Bank or with any other Bank in India (select cities) and /or to make pay-ments of the nature of bill payments, Credit Card payments, and any such payments of similar nature and/or request to issue Demand Drafts (DO) in the name of the beneficiary who may or may not have an account with the Bank.

18- **“Personal Information”** refers to the information about the Customer obtained in connec-tion with Net Banking/ Mobile Banking/any other Banking relationship with the Bank.

19- **"Primary Account"** means the principal account which has been identified by the custom-er, as a default designated account for execution of transactions and availing services through Mobile Application / Internet Banking. Any one saving account/current ac-count/cash credit account/ overdraft account can be identified as Primary account.

20- **"SMS Banking"** means a service that allows Customers to access their account information via Mobile phone using SMS messaging.

21- **"ALMORA Mobile"** shall mean Mobile Banking Service of the Bank and includes the ser-vice over the application/USSD/WAP/SMS Banking.

22- **"Term and Conditions"** shall mean the Term and Condition as modified from time to time applicable to Net Banking and Mobile Banking facility offered by the Bank.

23- **“USER”** (interchangeably used as ‘Customer’) refers to any person who has a Bank Account and is authorised to avail the said facility.

24- **“Payee”** refers to the person to whom the Payer will transfer Fund(s).

25- **"Payee Registration Confirmation"** refers to confirmation of Payee Registration to whom; you will transfer Fund(s).

26- **“Personal Information"** refers to the information provided by You to the Bank

27- **“Received Funds Facility”** refers to transfer of funds to Your Account from the Debit Ac-count

of the Payer.

28- **“Login Id”** means a unique alpha numeric or numeric user identification code as the case may be assigned to your account/s by the Bank for the purpose of identification. Unless otherwise informed ‹Login-Id› would be customer identification number (Customer-Id). User ID & Login ID are synonyms. They also mean the Customer ID of an account holder.

29- **"Website"** refers to the website owned, established and maintained by Bank located at the URL www.almoraurban.bank.in

30- **“Mobile Banking"** refers to mobile banking service offered or provided by bank to the Us-er and which are described in the Terms by which the User may access information and give Almora Bank instructions in respect of certain of User's Accounts) with Almora Bank Such Internet Banking may be provided by bank directly or through its associates or con-tracted service providers or Affiliate.

31- **“Password”** Any confidential password, phrase, code or number, memorable data, or any other identification of any kind issued to the User by Almora Bank. or adopted by the User, which may be used either alone or with any Security Certificate / Device or other thing to access or facilitate access to any of Almora Bank Site, Internet Banking and the Services or to effect User instructions.

32- **“You”** means customer of the Bank, who chooses and uses the Mobile Banking services subject to terms and conditions herein.In case of the customer being a minor, the guardian of such minor shall be permitted to use Mobile Banking. The User should be either the account holder and sole signatory or authorized to act alone when there is more than one signatory. An account in which minor is joint account holder, is not eligible to be Mobile Banking Account.

Under this agreement unless the context otherwise requires a reference to:

An "amendment" includes a supplement, modification, innovation, replacement or re-enactment and "amended" is to be construed accordingly;

An "authorization" or "approval" includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;

“Law” includes any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorization, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the application form or thereafter and each as amended from time to time.

The singular includes the plural (and vice versa);

The headings in these Terms are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms;

Reference to the words “include” or “including” shall be construed without limitation;

Reference to a gender shall include references to the female, male and neuter genders;

Scope of Mobile Banking and duty care of the bank with an eligible Account for Mobile Banking, you can avail electronic Mobile Banking services over Internet, namely;

• Balance enquiry.
• Account statements.
• Payee Management.
• Card Management.
• Intra bank Transfer (AUCB to AUCB)
• Bank Fund Transfer (AUCB to Any Bank)
• Opening Of Term Deposit
• Branch locater
• Any such other services as the Bank may offer from time to time.

APPLYING FOR MOBILE BANKING:

The Bank may offer Mobile Banking Application to select Customers at its discretion. The User/Customer agree that in order to be eligible, they would need to have access to the Internet and knowledge of the use and functionality of the Internet. The User accepts that only submitting application for Mobile Banking does not automatically imply acceptance by the Bank. The Bank at its Sole discretion may accept or reject your request/s for Registration for Mobile Banking. The decision of the Bank will be final and binding on the User.

Almora Bank reserves the right to choose the devices, software platforms, versions, networks, methods, and data services that will be supported. From time to time Almora Bank will publish the officially supported tools, technologies, and versions which shall contain terms and conditions which are applicable for use of the Mobile Banking / Internet Banking. The Customer will comply with these terms and conditions at all times. Any attempts to work around these published re-quirements or to modify unsupported versions for use in Mobile Banking / Internet banking will be treated an unauthorized use and violation of this Terms and Conditions Document.

Applicability of Terms

These Terms form the contract between the user and Almora Bank foravailing Mobile Banking. The user shall apply to Almora Bank inthe prescribed form for use of Mobile Banking. Almora Bank shallbe entitled at its sole discretion to accept or reject such applications as maybe submitted by the users. In addition to what is provided hereinbefore theUser agrees that any use by the User of the Mobile Banking shallconstitute the User's acceptance of the Terms. The User applying for Mobile Banking will also be deemed as acceptance of the Terms and acknowledged thereof. Notwithstanding anything contained herein, allterms and conditions stipulated by the Affiliates pertaining to the Accounts shall continue to be applicable to the users provided in the event of a conflict in the terms stipulated by the Affiliates and the terms herein, the terms herein shall have overriding effect. These terms will be in addition to and not in derogation of the terms and conditions relating to any account of the user. The Almora Bank recommends to the User that he should store or printoff a copy of the Terms for his records.

1. Mobile Banking.

For the purpose of availing Mobile Banking, the User would need to have legal and valid access to the Internet/ Mobile.

a. The information provided to the User through the Mobile Banking is not updated continuously but at regular intervals. Consequently, any information supplied to the user through Mobile Banking will pertain to the date and time when it was last updated and not as the date and time when it is supplied or the date on which the Internet/ Mobile is viewed by the User. Almora Bank shall not be liable for any loss that the User may suffer by relying on or acting on such

information.

b. Almora Bank may keep its records of the transactions in any form it wishes. The Almora Bank's records, unless shown to be wrong, shall be evidence of User's dealings with the Almora Bank in connection with the Mobile Banking. User agrees not to object to the admission of Almora Bank's records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer. Where the User agrees to give the Almora Bank an instruction or request a transaction through the Mobile Banking the Terms will apply in addition to the existing terms in respect of your dealings with Almora Bank either in respect of particular accounts or products or generally. In the event of inconsistency the Terms will apply.

c. Any request for any service, which is offered as a part of Mobile Banking, shall be binding on the User as and when Almora Bank receives such a request. If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the User, Almora Bank shall not be required to act on the request until it receives such documentation from the User.

d. The User shall ensure that Mobile Banking or any related service is not used for any purpose which is illegal, improper or which is not authorised under these Terms.

e. The User shall be aware that Almora Bank uses very high level of encryption. The use of such encryption may be illegal in certain parts of the world. It is the Users responsibility to ensure that, if outside India the User's ability to use the Mobile Banking is permitted by the local laws and Almora Bank shall not be liable for any loss or damage suffered by the User as a result of not being able to use the Mobile Banking in such parts of the world.

f. Notwithstanding anything contained in the Terms, due to the nature of Mobile Banking, Almora Bank shall not be responsible for any loss or damage to the User's data, software, computer, telecommunication or other equipment caused by using the Mobile Banking.

2. Unauthorised Access.

The User shall take all necessary precautions to prevent unauthorized and illegal use of Mobile Banking and unauthorized access to the Accounts provided by Mobile Banking.

a. Almora Bank shall take all commercially reasonable care to, ensure the security of and to prevent unauthorised access to the Mobile Banking using commercially reasonable technology available in India to Almora Bank.

3. Mobile Banking Access.

User can create their own username during the registration process. Username set once cannot be changed. As a safety measure, the User shall change the password as frequently thereafter as possible. In addition to user-id and password Almora Bank may, at its discretion, advise the User to adopt such other means of authentication including but not limited to digital certification and/ or smart cards. The User shall not attempt or permit others to attempt accessing the Account information stored in the computers of Almora Bank or Affiliate through any means other than the Mobile Banking.

4. Mobile Banking Password:

The User acknowledges, represents and warrants that the password which will be issued to it, provides access to the Account and that User is the sole and exclusive owner and is the only authorised user of the password and accepts sole responsibility for use, confidentiality and protection of the password, as well as for all orders and information changes (i.e., change of address) entered into Accounts using such password. The User grants express authority to Almora Bank for carrying out transactions and instructions authenticated by such password. The User unconditionally

undertakes to have Mobile Banking password of such number of letters/digits as may be notified by Almora Bank from time to time and ensure that the same is kept confidential;
and to not let any unauthorised person have access to the Internet/ Mobile while the User is accessing the Mobile Banking. If the User forgets the Mobile Banking password or the Mobile Banking Password gets locked after a number of incorrect attempts, upto such number as may be intimated by Almora Bank from time to time, then the User may within three days from the time he/she is not able to access his/her Account for the reasons mentioned herein request for the issue of a new password through the [24-Hour Help Desk], Mobile Banking Channel or to the Branch concerned during business hours and this shall not be construed as the commencement of a new contract. Such Password may be issued within such time as may be intimated by Almora Bank from time to time. The user agrees and acknowledges that Almora Bank shall in no way be held responsible or liable if the user incurs any loss as a result of information being disclosed by Almora Bank regarding his Account(s) or carrying the instruction of the User pursuant to the access of the Mobile Banking and the User shall fully indemnify and hold harmless Almora Bank and the Affiliate in respect of the same. The User shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. The User shall comply with such guidelines, instructions or terms as Almora Bank may prescribe from time to time with respect to the User's password.

5. Mobile Banking Access:

By downloading and using the Almora Bank Mobile Banking application, you agree to the following terms and conditions:

a. Eligibility & Registration User Authentication

i. The App is available to registered Almora Bank customers with active retail individual customers having savings or current accounts.

ii.Access to the App is permitted only through the registered mobile number linked to your bank account.

iii.The App uses SIM binding and device binding to ensure secure login. Any change in device or SIM requires re-registration.

b. Login Credentials

i.Users must set and use a secure MPIN, password, or biometric authentication (fingerprint/face recognition) to log in.

ii.You are responsible for maintaining the confidentiality of your login credentials. The Bank will not be liable for any unauthorized access resulting from credential sharing or negligence.

c. Security Features

i.SIM Binding: The App verifies the SIM card associated with the registered mobile number to prevent unauthorized access.

ii.Device Binding: Access is restricted to the device used during registration. Any change in device requires re-registration.

iii.MPIN & Password: Users must set a secure MPIN and/or password to access the App. Sharing credentials is strictly prohibited.

iv.Biometric Authentication: Where supported, users may enable fingerprint or facial recognition for login and transaction authorization.

d. OTP & Transaction Authentication

i.All financial transactions are authenticated using MPIN set by the User.

ii.As per regulatory guidelines, merchant names will be included in OTP messages for bill payments and other applicable transactions.

iii.Session Management

iv.For security reasons, sessions may automatically expire after a period of inactivity.

v.Multiple failed login attempts may result in temporary suspension of access.

e. Usage Guidelines

i.Users are responsible for maintaining the confidentiality of their login credentials.

ii.The Bank will not be liable for any loss arising from unauthorized access due to negligence or sharing of credentials.

f. Services Offered

i.The App provides access to a range of banking services including account balance inquiry, fund transfers, bill payments, card management, and more.

ii.Availability of services may vary based on account type and user eligibility.

g. Updates & Maintenance

i.The Bank may release updates to improve functionality and security. Users are advised to keep the App updated.

ii.Temporary service interruptions may occur during scheduled maintenance.

h. Liability & Indemnity

i.The Bank shall not be liable for any direct or indirect damages arising from the use or inability to use the App.

ii.Users agree to indemnify the Bank against any claims arising from misuse or breach of these terms.

i. Termination & Suspension

The Bank reserves the right to suspend or terminate access to the App in case of suspicious activity, breach of terms, or regulatory requirements.

j. Governing Law

These terms shall be governed by and construed in accordance with the laws of India. Disputes shall be subject to the jurisdiction of Almora courts.

6. Mailing Address.

All correspondence / delivery by the Bank shall only be made at the address and / or e-mail address as registered with the Bank. Bank shall not be responsible or liable for not sending or delay in sending any information or Alert on such e-mail address and the Customer shall hold the Bank harmless and indemnified against any loss or consequences thereof arising there from.

a. Bank has created specific procedures/options for processing transactions over the Internet/ Mobile. If the Customer gives instructions through other mechanisms (such as mail within Mobile Banking, normal e-mail etc.), Bank will not be liable to process these transactions. If Bank does process these transactions for any reason however, Bank will not be liable for any associated consequences.

7.Charges.

Almora Bank reserves the right to charge and recover from the User service charge for providing the Mobile Banking (including but not limited to the right of charging the User for the use of funds transfer through e-Cheques). The User hereby authorises Almora Bank to recover the service charge by debiting one of the Accounts of the User or by sending a bill to the User who will be liable to make the payment within the specified period. Failure to do so shall result in recovery of the service charge by Almora Bank in a manner as Almora Bank may deem fit along with such interest, if any, and/or suspension of the facility of Mobile Banking without any liability to Almora Bank.

8. Maintenance of Sufficient Balance.

The User shall ensure that there are sufficient funds (or prearranged credit facilities) in any Account for transactions through the Mobile Banking, and Almora Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds

and/or credit facilities provided always that Almora Bank shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the User and the User shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related to costs and charges.

a. Almora Bank may, at its discretion, levy penal charges for non- maintenance of the minimum balance. In addition to the minimum balance stipulation Almora Bank may levy service charges for use of Mobile Banking which will be notified by Almora Bank to the User from time to time in the manner deemed fit to the Almora Bank. Any change in such service charges will also be notified to the user in the manner deemed fit to the Almora Bank. The User authorises Almora Bank to recover all charges related to Mobile Banking as determined by Almora Bank from time to time by debiting one of the Accounts.

b. Almora Bank may withdraw the provision of Mobile Banking, wholly or partly, if at any time the amount of deposit falls short of the required minimum as aforesaid and / or if the service charges remain unpaid, without giving any further notice to the User and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

9. Funds Transfer

Through Mobile Banking. The User accepts that he will be responsible for keying in the correct account number for the fund transfer request. In no case, Almora Bank will be held liable for any erroneous transactions incurred arising out of or relating to the User entering wrong account numbers.

a. The User shall not use or attempt to use the Mobile Banking for funds transfer through eCheques without sufficient funds in the relative Account or without a pre-existing arrangement with Almora Bank for the grant of an overdraft. Almora Bank will endeavour to effect funds transfer transaction received through Mobile Banking subject to availability of sufficient funds in the Account. Almora Bank shall specify from time to time the limit for carrying out various kinds of funds transfer or any other services through Mobile Banking. The said facility will be provided in accordance with the arrangement between Almora Bank and the Affiliates and as per conditions specified by Almora Bank from time to time.

b. Almora Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond its reasonable control including non-confirmation of Payee Registration. Almora Bank reserves the right to charge the User for the use of funds transfer through eCheques by giving due notice on the website about such charges.

c. If funds transfer is made available to the User, it may be used for transfer of funds from Account to other accounts belonging to third parties maintained at Almora Bank and/or at any other Bank which falls under the network of [Reserve Bank of India's Electronic Fund Transfer] system.

10. Transactions in Depository Account through Mobile Banking.

Almora Bank will install adequate systems to restrict the access of the transaction statement of depository account only to the User. The User shall take all the necessary steps to ensure confidentiality and secrecy of the login name and password allotted by Almora Bank in this regard. The User permits Almora Bank to provide the transaction statement of the depository account through Internet/ Mobile (webbased and/or email). The User is aware that the transaction statement may be accessed by other entities in case the confidentiality / secrecy of the login name and password is compromised. In case the User opts for transaction statement through email, it shall immediately inform Almora Bank about change in email address, if any. Almora Bank may verify and confirm with the User about the change. Almora Bank shall confirm with the User about validity of the email address at least once in a year.

a. The User agrees not to receive transaction statement in paper form from Almora Bank. Provided however that, in case when the Almora Bank is not able to provide transaction statement to its Users through Internet/ Mobile (web-based / email) due to any unforeseen problems, Almora Bank will ensure that the transaction statement reaches to the User in physical form as per the time schedule stipulated in the [Bye Laws & Business Rules of National Securities Depositary Limited].
b. The above terms are in addition to and not in contravention of the terms and conditions forming a part of the "AGREEMENT BETWEEN THE PARTICIPANT AND THE person SEEKING TO OPEN AN ACCOUNT WITH THE PARTICIPANT" signed by the User at the time of opening the account with the Depositary.

11. Application for Facilities through Mobile Banking.

The User shall have the option of applying for facilities provided by Almora Bank on Mobile Banking. The facility to a User shall be extended to the User subject to the User complying with Almora Bank's credit parameters and submitting all documents required by Almora Bank in a physical form to Almora Bank. Almora Bank may in its sole discretion reject the application for the facility by the User.
a.The User can check the availability of a pre-approved offer by Almora Bank to him through Mobile Banking. The eligibility of a User for a facility provided by Almora Bank shall be decided by Almora Bank. Any pre-approved offer by Almora Bank to the User does not constitute grant of facility to the User and shall be subject to the User complying with Almora Bank's credit parameters and submitting all documents required by Almora Bank in a physical form to Almora Bank.
b.The User shall be given a reference number on making an application for a facility provided by Almora Bank on Mobile Banking. The reference number can be used by the User for checking the status of his application for facility with Almora Bank through Mobile Banking or [by calling the Call Centers of Almora Bank]. The reference number given by Almora Bank to the User does not constitute grant of facility to the User.
c.Not all Accounts can be accessed under the Mobile Banking.
d.The User authorises the Almora Bank to add all Accounts (including joint accounts) that the User holds with the Almora Bank now or in the future, which are available on the Mobile Banking, to the Mobile Banking.

12. Authority to Almora Bank for Mobile Banking:

The User irrevocably and unconditionally authorises Almora Bank to access all his Account(s) for effecting banking or other transactions performed by the User through the Mobile Banking. The instructions of the User shall be affected only when such instruction is in accordance with the prescribed procedure.
a. Almora Bank shall have no obligation to verify the authenticity of any transaction / instruction received or purported to have been received from the User through Mobile Banking or purporting to have been sent by the User other than by means of verification of the Mobile Banking user-I D and the password.
b. The read-out, the faxed /email output or the printed output, if any, that is received by the User at the time of operation of Mobile Banking is a record of the operation of the computer by the User and shall be accepted as conclusive and binding for all purpose. All the records of Almora Bank generated by the transactions arising out of the use of the Mobile Banking, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction. While Almora Bank and the Affiliates shall endeavour to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law. All the transactions arising through the use of the Mobile Banking to operate a joint account shall be binding

on all the joint account holders, jointly and severally.

13. Instructions.

All instructions for Mobile Banking shall be given, through computer or any other medium/channel enabled by Almora Bank for the purpose, by the User in the manner indicated by Almora Bank. The User is also responsible for the accuracy and authenticity of the instructions provided to Almora Bank and/or Affiliates and the same shall be considered to be sufficient to operate the Mobile Banking. Almora Bank shall not be required to independently verify the instructions, and the instruction shall remain effective till such time the same is countermanded by further instructions by the User. Almora Bank shall have no liability if it does not or is unable to stop or prevent the implementation of an instruction which is subsequently countermanded. Where Almora Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the User before acting on any instruction of the User or act upon any such instruction as it deems fit. Almora Bank states that it has no liability or obligation to keep a record of the instructions to provide information to the User or for verifying User's instructions. Almora Bank may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the Mobile Banking if it has reason to believe that the User's instructions will lead or expose to direct or indirect loss or may require an indemnity from the User before continuing to operate the Mobile Banking.

a. Any instruction, order, direction, request entered using the password of the user shall be deemed to be an instruction, order, directive, request received from the User. All instructions, requests, directives, orders,directions, entered by the User, either electronically or otherwise, are based upon the User's decisions and are the sole responsibility of the User. The User understands that entering an instruction, direction, order, request with Almora Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order, request. Almora Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the User until it confirms the receipt of such instruction, direction, order, request.

14. Cyber Crime.

The Internet/ Mobile 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 endeavour to protect the interest of the customers, there cannot be any 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 cyber crimes. The User understand that doing a Net Banking transaction at a Cybercafé/shared computer terminal is risky and shall avoid using the services of a Cybercafé/shared computer terminal to do any Net Banking transactions.

15. Accuracy of Information.

The User is responsible for the correctness of information supplied to Almora Bank for use of the Mobile Banking / while using any facility of Mobile Banking or through any other means such as electronic mail or written communication. Almora Bank accepts no liability for the consequences arising out of erroneous information supplied by the User. If the User notices an error in the information supplied to Almora Bank either in the application form or any other communication, he shall immediately advise Almora Bank which will endeavour to correct the error wherever possible

on a "reasonable efforts" basis.

16. Errors of Omission & Commission.

The filling in of applicable data for transfer of funds and/or issue of Demand Drafts, cheques would require proper, accurate and complete details.

a. For instance, the customer is aware that:

i. He/She would be required to fill in the correct account number of the person to whom the funds are to be transferred.

ii. He/She would be required to fill in the correct Credit Card number while making Credit Card payments.

iii. He/She would be required to fill in the correct details such as the name of the payee (who may or may not have an account with the Bank), mailing address, amount of the Demand Draft and the city/state where the Demand Draft is payable.

b. In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts, or the Demand Draft may be incorrectly issued or sent to a wrong address and there is no guarantee of recovery of the same thereafter. The User shall therefore take all care to ensure that there are no mistakes and errors and that the information given by him/her to the Bank in this regard is error free, accurate, proper and complete at all points of time. The User indemnifies the Bank from any loss due to an error on his/her part. As per RBI instructions credit will be affected based solely on the beneficiary account number information and the beneficiary's name particulars will not be used there for. On the other hand, in the event of the User's account receiving an erroneous credit by reason of a mistake committed by some other person or for any other reason, the Bank shall be entitled to reverse the erroneous credit at any time whatsoever without his/her consent. The User shall be liable and responsible to the Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain obtained by him/her as a result of the same.

17. Liability of the User and Almora Bank.

Neither Almora Bank nor the Affiliates shall be liable for any unauthorised transactions occurring through the Mobile Banking and the User hereby fully indemnifies and holds Almora Bank and the Affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. Almora Bank shall under no circumstance be held liable to the User if the Mobile Banking is not

available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Almora Bank. Under no circumstances shall Almora 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, interruption of business or any loss of any character or nature whatsoever and whether sustained by the User or by any other person. Illegal or improper use of the Mobile Banking shall render the User liable for payment of financial charges as decided by Almora Bank or will result in suspension of the operations through the Mobile Banking.

18. Disclaimer of Warranties.

The User expressly agrees that use of the Website is at its sole risk. The Website is provided on an "as is" and "as available" basis.

a. Except as warranted in the Terms, Almora Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any

warranties relating to non-infringement in Mobile Banking.

b. Almora Bank does not warrant that access to the Website and Mobile Banking shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website or use, accuracy or reliability of Mobile Banking.

c. Almora Bank will not be liable for any virus that may enter the User's system as a result of the User using Mobile Banking. Almora Bank does not guarantee to the User or any other third party that Mobile Banking would be virus free.

19. Indemnity.

In consideration of Almora Bank providing the User the Mobile Banking, the User shall, at his own expense, indemnify and hold Almora Bank, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, indemnified against all losses and expenses on full indemnity basis which Almora Bank may incur, sustain, suffer or is likely to suffer in connection with Almora Bank or Affiliates' execution of the User's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through Mobile Banking for any action taken or omitted to be taken by Almora Bank and /or the Affiliates, its officers, employees or agents, on the instructions of the User. The User will pay Almora Bank and /or the Affiliates such amount as may be determined by Almora Bank and/or the Affiliates to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

a. Further, the User agrees, at its own expense, to indemnify, defend and hold harmless Almora Bank, its directors and employees, representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against Almora Bank, its directors and employees, representatives, agents, and Affiliates by a third party, to the extent that such claim, suit, action of other proceeding brought against Almora Bank, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with the user of Mobile Banking with reference to:.
a violation of the Terms contained herein by the User.

i. any deletions, additions, insertions or alterations to, or any unauthorized use of, Mobile Banking by the User.

ii. any misrepresentation or breach of representation or warranty made by the User contained herein; or

iii. any breach of any covenant or obligation to be performed by the User hereunder.

b. The User agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

c. The User hereby agrees that under no circumstances, Almora Bank's aggregate liability for claims relating to Mobile Banking, whether for breach of in tort (including but not limited to negligence) shall be limited to the transaction charges/fees or consideration paid by the User within the previous twelve (12) months for Mobile Banking, excluding any amount paid towards transactions.

20. Disclosure of Information.

The User agrees that Almora Bank and/or Affiliates or their contractors may hold and process his personal Information and all other information concerning his Account(s) on computer or otherwise in connection with the Mobile Banking as well as for analysis, credit scoring and marketing. The User also agrees that Almora Bank may disclose, in strict confidence, to other institutions or persons, such personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognised credit scoring agencies, for fraud prevention purposes to

regulatory bodies, government agencies, law enforcement bodies and courts, for legal proceedings to Users executors, administrator or legal representatives.
a. In certain circumstances Almora Bank may not be able to disclose to the User what personal information is held about the User including where. it will threaten the privacy of other individuals.
i. The information relates to anticipated legal obligations.
ii. The information relates to anticipated legal proceedings.
iii. The information would reveal Almora Bank's commercially sensitive decision-making process.
iv. The law prevents Almora Bank from disclosing the information.

21. Change of Terms.

Almora Bank shall have the absolute discretion to amend or supplement any of the Terms at any time and will endeavour to give prior notice of fifteen days for such changes wherever feasible. Such change to the Terms shall be communicated to the User. By using any new services as may be introduced by Almora Bank, the User shall be deemed to have accepted the changed Terms.

22. Non-Transferability.

The grant of Mobile Banking to a User is not transferable under any circumstance and shall be used only by the User.

23. Termination of Mobile Banking.

The User may request for termination of the Mobile Banking any time by giving a written notice of at least 15 days to Almora Bank. The termination shall take effect on the completion of the fifteenth day. The User will remain responsible for any transactions made through the Mobile Banking until the time of such termination. For the access of Depository Account through Mobile Banking User and Almora Bank shall have the right to terminate the applicability Clause 11 of this agreement after giving a notice of at least 10 days to the other party.
a. Almora Bank may withdraw or terminate the Mobile Banking anytime either entirely or with reference to a specific service or User; or in case of breach of Terms by the User without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the User. Clause 13 & 16 shall survive the termination of the Mobile Banking for any reason whatsoever.

24. Notices.

Notices under these Terms may be given by Almora Bank and the User in writing by delivering them by hand or by sending them by post to the last address given by the User and in the case of Almora Bank to its corporate office address as set out herein above. In addition, Almora Bank may also publish notices of general nature, which are applicable to all Users in a newspaper or on its web site located at "www.almoraurban.bank.in". Such notices will have the same effect as a notice served individually to each User. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

25. Governing Law.

These Terms and/or the operations in the Accounts of the User shall be governed by the laws of India. The Parties hereby agree that any legal action or proceedings arising out of the Terms for Mobile Banking shall be brought in the courts or tribunals at Almora in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. Almora Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms for Mobile Banking in any other court, tribunal or other appropriate forum, and the User hereby consents to that jurisdiction.

Any provision of the Terms for Mobile Banking, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

26. Applicability To Future Accounts.

Almora Bank and the User agree that if the User opens further Accounts with/subscribes to any of the products/services of Almora Bank or any of the Affiliates, and Almora Bank extends the Mobile Banking to such Accounts or products or services and the User opts for use thereof, then the Terms shall automatically apply to such further use of the Mobile Banking by the User.

27. General.

The clause headings herein are only for convenience and do not affect the meaning of the relative clause. Almora Bank may sub-contract and employ agents to carry out any of its obligations under this contract. Mobile Banking service would be available to the Users in certain cities only and during timings specified by Almora Bank from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction. The User would have to ensure that the equipment used for availing of Mobile Banking meets the criteria as may be specified by Almora Bank from time to time. All costs incurred by the User including telecommunication costs to use the Mobile Banking would be borne by the User. As a tool to correct misunderstandings, the User understands, agrees and authorises Almora Bank, at its discretion, and without further prior notice to the User, to monitor and record any or all telephone conversations or electronic communications between the user and Almora Bank and any of its employees or agents. These terms and conditions contain Almora Bank's entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the user and Almora Bank for Mobile Banking. The User acknowledges that it has not relied on any representation made by Almora Bank or any of its employees or agents and has made its own independent assessment of Mobile Banking. No third party will have any rights or claims under these terms and conditions.

a. Almora Bank and its group companies, subsidiaries, if any, shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any accounts of the User/s, whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of Almora Bank and/or its group companies (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the User/s in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of Almora Bank's or its group companies' services extended to and/or used by the User/s and/or as a result of any other facilities that may be granted by Almora Bank and/or its group companies to the User/s. Almora Bank and/ or its group companies are entitled without any notice to the User/s to settle any indebtedness whatsoever owed by the User/s to Almora Bank and/or its group companies, (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the User/s with Almora Bank and/or its group companies notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. Almora Bank's and its group companies' rights hereunder shall not be affected by the User/s' bankruptcy, death or winding-up. It shall be the User/s' sole responsibility and liability to settle all disputes/ objections with any such joint account holders.

i. In addition to the above mentioned right or any other right which Almora Bank and its group companies may at any time be entitled whether by operation of law, contract or otherwise, the User authorises Almora Bank:
(a) to combine or consolidate at any time all or any of the accounts and liabilities of the User with or to any branch of Almora Bank and/or its
group companies; **(b)** to sell any of the User/s' securities or properties held by Almora Bank by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to Almora Bank and/or it group companies from the User/s, including costs and expenses in connection with such sale; and
(c) in case of cross currency setoff, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of Almora Bank and/or its group companies.

28. Assignment.

Almora Bank shall be entitled to sell, assign, securitise or transfer Almora Bank's right and obligations under the Terms and any security being in favour of Almora Bank (including all guarantee/s) to any person of Almora Bank's choice in whole or in part and in such manner and on such terms and conditions as Almora Bank may decide. Any such sale, assignment, securitisation or transfer shall conclusively bind the User and all other persons. The User, his heirs, legal representatives, executors, administrators and successors are bound by the Terms. Almora Bank may sub-contract and employ agents to carry out any of its obligations under this contract. However, the User shall not be entitled to transfer or assign any of his rights and obligations hereunder.

29. Right of set-off and Lien.

Almora Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits/scrips held in the Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Mobile Banking extended to and/ or used by the User.

30. Proprietary Rights.

Almora Bank shall make reasonable efforts to advise from time to time the Internet/ Mobile software such as browsers, which are required for availing of Mobile Banking. There will be no obligation on Almora Bank to support all or any versions of the Internet/ Mobile software as may be required for offering Mobile Banking. The User acknowledges that the software underlying the Mobile Banking as well as other Internet/ Mobile related software which are required for accessing Mobile Banking are the legal property of the respective vendors. The permission given by Almora Bank to access Mobile Banking will not convey any proprietary or ownership rights in such software. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Mobile Banking or create any derivative product based on the software.

31. Communications through Electronic means.

Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website. Almora Bank would be deemed to have fulfilled its legal obligation to deliver to the user any document if such document is sent via electronic means. Failure to advise Almora Bank of

any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.

32. Copyrights.

Trademarks And Copying Materials. Please note that Almora Co-operative Bank Limited, Almora Bank, Almorabank.in and the logo are exclusive property of the Almora Bank. The Almora Bank has the licence for or own all copyrights for its Internet/ Mobile web site(s) through which the User accesses the Mobile Banking and all trademarks and other materials used on it.

33. Force Majeure.

The Bank shall not be liable for delay in performing or failure to perform any of its obligations under these Terms of Service (Terms & Conditions) which is 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 (whether involving the Bank's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of the Terms of Service (Terms & Conditions) and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstance.

34. DISCLAIMER ON THE INFORMATION TECHNOLOGY ACT 2000.

The Bank has adopted the mode of authentication of the User by means of verification of the User ID and or through verification of password or through any other mode of verification as may be stipulated at the discretion of the Bank. The User hereby agrees/consents for the mode of verification adopted by the Bank. The User agrees that the transactions carried out or put through by the aforesaid mode shall be valid, binding and enforceable against the User and shall not be entitled to raise any dispute questioning the transactions.

35. DISCLAIMER ON ANTI VIRUS UPDATE.

The User needs to get his PCs/laptops scanned on a regular basis and be updated with the latest antivirus software available. The Bank shall not be responsible in case of any data loss or theft due to the virus transmitted in the system through the usage of Mobile Banking.

36. Security Features of Mobile Banking

Bank employs a range of security features for its Mobile Banking and other channels. These measures extend from data encryption to firewalls. Bank uses TLS v1.2 encryption technology to ensure that the information exchanged between the customer's computer and the net-banking site over the Internet/ Mobile is secure and cannot be accessed by any third party. Your Participation to Online Security Bank recommends the following security measures to all its Mobile Banking Users: Please create and maintain complex password for Login. This provides additional security for financial transactions through Mobile Banking.

a. If you are accessing any website (including www.almoraurban.bank.in) from cyber cafe, any shared computer or from a computer other than that

of your own, please change your passwords after such use from your own PC at workplace or at house. It is very important to do so especially when you have entered your password from such shared computer or cyber cafe computer. Change the Passwords from your own PC at workplace or at house.

b. Make sure that your computer is protected with anti-virus and you have latest anti-virus software.
c. Avoid clicking on links which are sent via E-mails. Type URL (Universal Resource Locator) of all such links directly on the browser.
d. Avoid sending or furnishing personal and financial information on email. Also prior to providing any information (financial or personal) on a website, verify the bonafides of the website, its address and of the owners / operators of such websites. Make sure that the URL that appears in the "address" or "location" box on your browser window is the one you wish to access.
e. Please do not reply / respond to such communication or click on any link provided in any communication including: email, SMS or phone call informing you that your banking or other accounts will be closed unless you provide your.
i. personal or banking information by responding to such communication or other email address/website/mobile.
ii. number/phone number, or any communication requiring furnishing of any information personal or otherwise, and representing to be from Bank.
f. Ignore any e-mail asking for your password or PIN and inform us of the same for us to investigate. Neither the police nor we will ever contact you to ask you to reveal your online banking or payment card PINs, or your password information.
g. Beware of email attachments. It's never a good idea to click on email attachments or free software from unknown sources. You could end up exposing your computer (and the information on it) to online fraud and theft.