

Terms and conditions

Mobile Banking Services

These terms and conditions ("**Mobile Banking - Terms**") set out the rights and obligations of you, the customer and us, the Bank, in connection with your use of the Mobile Banking-Service. All the terms and conditions of these Mobile Banking-Terms are legally binding, so please read them carefully before you accept and agree to the terms and conditions. These Terms and Conditions are in addition to and shall be read in conjunction with the account opening terms and conditions.

Definitions:

"Bank" or **"Equitas Bank"** shall mean EQUITAS SMALL FINANCE BANK LIMITED, a Banking company registered under the Companies Act, 1956, which was duly licensed by Reserve Bank of India to carry on Banking Business under the Banking Regulation Act, 1949 and having its registered office at 4th Floor, Spencer Plaza, Phase II, No.769, Anna Salai Chennai - 600 002.

"Account" means any one or more accounts held and/or facilities provided by Equitas Small Finance Bank including but not limited to savings accounts, current accounts, credit cards, loans, investments or such other accounts and/or facilities as may be determined by Equitas Small Finance Bank from time to time.

"Content" shall mean proprietary and non-proprietary information and works of text, hypertext, music, voice, video, multi-media work or art, promotional, educational and informational and/or entertainment purposes made available in Mobile Banking.

"Customer" means the Account holder with Equitas Small Finance Bank Limited.

"Mobile Banking" or **"Service"** means the Banking service(s) or such other services of Equitas Small Finance Bank as may be offered from time to time made available through the use of mobile phones and any other such devices as may be approved from time to time.

"Network Service Provider" means telecommunications service providers or any other network service provider that provides the Customer with telecommunications and connectivity services necessary for the provision of Mobile Banking.

"SMS" means Short Messaging Service which is the transmission of short text messages to and from SMS enabled devices including but not limited to mobile phones.

"Terms and Conditions" means these terms and any amendments and/or variations thereto for access and/or use of Mobile Banking.

"Web Site" means the web site located at URL: <https://www.equitasbank.com/>

"Alerts" means the customised messages sent to the Customer over his mobile phone as short messaging service ("SMS") in response to the Triggers sent by the Customer.

"Mobile phone" means the cellular phone being used to install the Bank's application which gets registered with the device ID and mobile number.

'Mobile App' means the Equitas Mobile Banking application which shall be downloaded onto the mobile phone of the Customer.

"MPIN" means the 4-digit mobile personal identification number set by the customer during registration and sign up of Equitas mobile Banking application using a smartphone.

OTP - means ONE TIME PASSWORD which is sent to the Customer as short messaging service ("SMS") to his registered phone number with the Bank.

Biometric Authentication- Process that uses individual Facial/ Finger Print recognition as a factor to verify the identity of the user.

Applicability of Terms and Conditions

By using the Equitas Bank mobile banking application, the Customer agree and consent to these Terms and Conditions, which form the contract between the Customer and the Bank. The Bank shall be governed by such terms and conditions as 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.

Eligibility for Mobile Banking:

Mobile Banking is available to accountholders/customers of Equitas Bank who holds existing valid account(s) subject to restrictions that may be imposed by Equitas Bank from time to time

Availing the facility:

The Customer shall apply to Equitas Bank for use of the Mobile Banking through a prescribed format of application made available by the Bank from time to time. The same shall only be accepted only after authentication of the Customer through any mode of verification as may be stipulated by Equitas Bank from time to time as may be decided at the sole discretion of the Bank. The Mobile Banking shall be activated only on receipt of such application and after completion of verification process laid down by the Bank.

Please Note: Equitas Bank has the absolute/sole discretion to accept and/or reject any application for Mobile Banking and without giving any reason thereof.

General Business Rules Governing Mobile Banking Services:

- The Bank reserves the right to choose the Devices, Platforms, networks where the application shall be supported.
- The customer is responsible for intimating to Equitas Bank any change in his/her Mobile Phone Number or Account details and Equitas Bank will not be liable for sending Alerts or other information over the customer's mobile phone number recorded with Equitas Bank.
- Entering the wrong MPIN multiple times can lead to blockage of access to the facility and the same can be restored only with the reset of Mobile Banking pin from the mobile application and two such consecutive blockages will de- activate the Facility and the Customer should re- register for the services as per the procedure laid down for the same.
- Any change in the business rules of any of the processes will be notified on Bank's website, which will be construed as sufficient notice to the Customer.
- Equitas Bank reserves the right to reject Customer's request for mobile Banking application without assigning any reasons.
- In the case of a joint account where mode of operation is "Either or Survivor" any of the joint account holders can use the Facility. The transactions in such accounts shall be binding on all the joint account holders, jointly and severally. The Customers are bound to instruct the Bank separately in proper manner, of any change in the mode of operation in an

Account and get it effected for necessary modifications to the Application. Accounts where mode of operation is “Joint” are not eligible for Mobile Banking Services.

- The services offered under the Facility will be automatically terminated if the mobile number registered with the Bank is changed. Customer will have to register afresh in such cases to continue enjoying the facility.
- Equitas 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 Equitas Bank.
- Only this T&C shall be applicable even though the Application is offered in multiple languages as a convenience to the customers.

Usage of Application Facility:

- Customer agrees to use the Mobile Banking Service Application for financial and non-financial transactions offered by Equitas Bank from time to time.
- Customer also irrevocably authorizes Equitas Bank to debit the Accounts which have been enabled for mobile Banking for all transactions/services undertaken by using MPIN.
- Customer authorizes Equitas Bank to map the account number, User ID and Mobile Phone Number for the smooth operation of the application offered by Equitas 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.
- Customer agrees that he/ she is aware and accepts that application offered by Equitas Bank will enable him/her to transact using MPIN within the limit prescribed by Equitas Bank and will be deemed as bonafide transaction.
- Second Factor Authentication of OTP/Biometric Authentication is mandatory to complete the transaction
- Customer agrees that the transactions originated using the mobile phones are non-retractable as these are instantaneous/real time.
- Customer understands and explicitly agrees that Equitas Bank has the absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding upon him/her.
- Customer 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 Phone Number which has been used to register for the Facility.
- Customer should provide required permission/ access to certain features/ Information's on your device which are required for the smooth functioning of the application.
- Customer 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, Equitas Bank is authenticating the Customer by using Mobile Number, MPIN or any other method decided at the discretion of Equitas 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 Equitas Bank.

Others:

- 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.
- The instructions of the Customer shall be effected only after authentication under his/her MPIN or through any other mode of verification as may be stipulated at the discretion of Equitas Bank.
- While it shall be the endeavour of Equitas 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 Equitas 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.
- The transactional details will be recorded by Equitas Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions.
- The Customer hereby authorizes Equitas Bank or its agents to send promotional messages including the products of Equitas Bank, greetings or any other messages Equitas Bank may consider from time to time.
- The Customer understands that Equitas 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.
- The Customer expressly authorizes EQUITAS 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., and the customer shall be deemed to have expressly authorized Equitas Bank to make the payment when a request is received from him/ her.
- It is the responsibility of the Customer to advise Equitas Bank of any change in his mobile number or loss/ theft of mobile phone by adopting the procedure laid down by Equitas Bank for the purpose.
- The Telecom Service provider of the customer may levy charges for each SMS/ dial/GPRS and EQUITAS Bank is not liable for any dispute that may arise between such telecom service provider and the Customer.
- Equitas 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.

Condition for Usage by Authorised Signatories

Authorised Signatories shall be subject to additional terms and conditions for accessing the facility as may be prescribed from time to time. Such terms and condition shall be communicated separately and shall form an integral part of this agreement.

Transaction Limit:

Bank shall put in place the transaction limits as per bank's policy and shall be published in App as well as Bank's Website – Refer <[Digital Transaction Limits | Equitas Small Finance Bank](#)>

Fees and Charges:

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 websites would serve as sufficient notice and the same is binding on the customer.

Disclaimer:

Please note that Mobile Banking is provided "as is" and "as available", without any warranty of any kind, either express, implied or statutory. Equitas Bank specifically disclaims any warranty of merchantability or fitness for any particular purpose, warranty of title, non-infringement of intellectual property rights or third party rights and that any information transmitted through your network service provider for Mobile Banking is secure or confidential.

Customers are advised to evaluate and ensure that the quality of the products and/or services accessed through Mobile Banking meets with your expectation. Equitas Bank shall not be responsible for any electronic or mechanical defect, data failure or corruption, computer viruses and bugs or related problems that may be attributable to your telecommunications equipment and/or the services provided by any relevant network service provider.

To the fullest extent permitted by law, Equitas Bank does not warrant that Mobile Banking will be provided uninterrupted or free from errors or that any identified defect will be corrected and that any information provided by Mobile Banking is adequate, accurate, complete, current or reliable.

Customers are advised to call Bank's customer care for any assistance in reference to mobile Banking support at 1800-103-1222

NOTHING PROVIDED UNDER MOBILE BANKING IS TO BE CONSTRUED AS AN OFFER OR SOLICITATION TO SELL OR BUY SECURITIES OR OTHER FINANCIAL INSTRUMENTS OR AS ADVICE OR RECOMMENDATION WITH RESPECT TO SUCH SECURITIES OR OTHER FINANCIAL INSTRUMENTS.

Disclosure of Information:

By accepting the terms and conditions on the mobile phone while registering for the facility, the Customer hereby authorize the disclosure of any information regarding your Account(s) to any third party in order for Equitas Bank to execute your Instructions under Mobile Banking.

However, if Customer are not agreeable to sharing your information for the purposes and/or to the parties stated in these terms and conditions, Customers are advised to cease using Mobile Banking immediately.

Customers hereby agree and understand that Equitas Bank or any third party to whom the Equitas Bank has transmitted information about customers account(s), may disclose this information if required or directed by any law, regulation, court order or other law enforcement authority to do so. Customer hereby also authorize and permit Equitas Bank to transmit messages, information, data, SMS and content to mobile phones or any such devices as may be approved from time to time under Mobile Banking, irrespective of whether the same has been initiated or requested by the customer.

Accuracy of Information:

- It is the responsibility of the Customer to provide correct and complete 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 Equitas Bank will not be in any way responsible for action taken based on the information. Equitas 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 Equitas Bank will try, to the best of its ability and effort, to provide accurate information and shall not hold Equitas Bank responsible for any errors or omissions that may occur due to reasons beyond the control of Equitas Bank.

The Customer accepts that Equitas Bank shall not be responsible for any errors/mistakes which may occur in spite of the steps taken by Equitas Bank to ensure the accuracy of the information and shall not raise any claim against Equitas Bank in an event of any loss/ damage suffered as a consequence of an information provided by Equitas Bank found to be not correct.

Responsibilities and obligations of the Customer:

- The Customer will be responsible for all transactions, including unauthorized /erroneous/ wrong/ incorrect/mistaken/false 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 in respect of all such transactions.
- The Customer shall take all possible steps to ensure that the Application and his/her mobile phone are not shared with anyone and shall take immediate action to de-register from Mobile Banking Service as per procedure laid down in case of misuse/ theft/loss of the mobile phone or SIM card.
- The Customer will use the services offered under the Facility using the MPIN in accordance with the procedure as laid down by Equitas Bank from time to time, including the terms and conditions contained herein.
- The Customer shall keep the all personal credentials and MPIN confidential and will not disclose these to any other person or will not record them in a way that would compromise the confidentiality of the same or the security of the service.
- It will be the responsibility of the Customer to notify Equitas Bank immediately if he/ she suspect the misuse of the MPIN. Customer will also immediately initiate the necessary steps to change his MPIN.
- If the mobile phone or SIM is lost, the user must immediately take action to de-register from Mobile Banking Service by requesting the Home branch or via the Contact Centre.
- The Customer accepts that any valid transaction originating from the USER ID/ MPIN 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.
- 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 Bank's websites and at the branches and would be responsible for taking note of / compliance of such information/ modifications in making use of the Facility.
- The Customer shall be liable for all loss or breach of the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure to advise Equitas Bank within a reasonable time about any unauthorized access in the account.

- 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 Equitas Bank does not accept/ acknowledge any responsibility in this regard.
- It is the responsibility of the Customer to notify Equitas Bank, about any change in mode of operation, through a separate communication, making a specific reference to the mobile Banking services availed. It is also the responsibility of the Customer to notify Equitas Bank, any other change in the operation of the account which will otherwise make the account ineligible for the mobile Banking service. Any failure on the part of the Customer to advise Equitas Bank separately shall continue to bind all the account holders, jointly and severally for the transactions through this Facility.

Termination OR Suspension of Services:

Notwithstanding anything herein to the contrary, Equitas Bank may at any time, in its absolute discretion suspend or terminate your right of access to any of the Mobile Banking / Services without notice for any reason whatsoever and without any obligation to give any reasons: Equitas Bank will automatically terminate customer's right of access to the Mobile Banking once customer cease to maintain any Account with Equitas Bank which can be accessed via the Mobile Banking or should your access to such Account be restricted by Equitas Bank or any other party for any reason;

Customer can terminate the Mobile Banking by giving prior written notice to Equitas Bank. The Mobile Banking will be cancelled within 7 days from the date of receipt of such notice of termination and customer agrees that Equitas Bank shall not be obliged to effect any Instruction received on any day falling after the receipt of notice of termination. Equitas reserves the right to terminate the Mobile Banking for any reasons whatsoever, provided the Bank gives you 15 days prior written notice.; Customer also acknowledges that termination will not affect the liability or obligations in respect of Instruction processed by Equitas Bank by and on behalf of customer.

Liabilities:

Customer shall be responsible for and liable for any loss or damage suffered by Equitas as a result of any breach of any of the Terms and Conditions stipulated herein. Under no circumstances and under no legal theory, tort, contract or otherwise shall Equitas Bank be liable to customer or any person for any direct or indirect, special, incidental or consequential damages of any character, including and without any limitation, damages for loss of goodwill, loss of use, data, profits, work stoppage, injuries or any and all damages or losses or expenses that arise by accessing and/or using Mobile Banking including but not limited to any one of the following circumstances:

- Where Equitas Bank has reason to doubt the authenticity of the customer's Instruction(s). In such an instance, Equitas Bank is under no obligation to investigate the authenticity or authority of person(s) effecting, the Instructions or verify the accuracy and completeness of customer's Instruction(s);Where Equitas Bank is required by law to prohibit withdrawals from your Account(s);
- Where your Account(s) is frozen or closed;
- Where customer is unable to access or use Mobile Banking;
- Where customer fails to provide necessary and/or accurate information or Instruction(s) for the performance or completion of transactions;
- where there is a system, server or connection failure, error, omission, interruption, delay in operation or transmission or computer virus, malicious codes, Trojan horses or corruption or

delay in performance or non-performance of any obligation of the Equitas Bank herein due to any cause beyond the control of the Equitas Bank including but not limited to technical breakdown, strikes or other industrial action or communications or power failure;

- Where customer fails to maintain sufficient funds in your account(s) to perform any instructions given by the customer;
- Where customer fail to follow the current instructions, procedures and directions for using Mobile Banking;
- Where there is any loss or damage caused by third parties or any circumstances beyond Equitas Bank reasonable control;
- Where there are errors, alterations or destruction of any Instruction(s), data or information transmitted through Mobile Banking;
- Where there is a failure or delay caused by any of network service providers; Equitas Bank will not be held responsible for any losses and/or damages suffered by you due to error in giving Instruction(s) by the customer.
- Where customer denies to provide the permission to access necessary information's from the device

Compatibility:

Mobile Banking application shall be available in Android and IOS Platforms. There will be no obligation on Bank to support all the versions.

Security:

To enhance the security of Equitas Mobile Banking App and ensure end-user data protection, we have integrated with Run-Time Security solutions. The system will only capture Meta Data for security like - Device Id & Configuration, OS, Model details & App Signatures and not any other personal information's. The location information is processed locally to determine the safety of the connected Wi-Fi network. It should be noted that the data processed will not be used for any commercial purposes.

Indemnity:

Customer hereby agree to indemnify and keep fully indemnified Equitas Bank, its employees, agents, co-branders against any action, claim, demand, expenses (including legal fees on a full indemnity basis) suffered or incurred arising from customer's access and/or use of Mobile Banking save and except for such losses and damages directly caused by Equitas Bank gross negligence or fraudulent conduct including but not limited to:-

- Use or misuse of Mobile Banking or the contents therein;
- Breach or non-observance of the terms and conditions herein;
- Infringement of rights of any third party in conjunction with your use or access to Mobile Banking.

Governing Law and Jurisdiction:

Any dispute or differences arising out of or in connection with the Mobile Banking shall be subject to the exclusive jurisdiction of the Courts in Chennai, Tamil Nadu.

Equitas Bank accepts no liability whatsoever, direct or indirect for non-compliance with the Laws of any country other than that of India. The mere fact that the Mobile Banking can be accessed by a Customer in a country other than India does not imply that the laws of the said country govern these terms and conditions and / or the operations in the accounts of the customer and /or the use of the Mobile Banking services.