

These Terms & Conditions (T&Cs) govern and apply to the use of the mBanking Services as mentioned hereunder and are in addition to these T&Cs agreed by you for usage of the iBanking facility and other terms and conditions. These T&Cs forms part and parcel of the existing iBanking terms and conditions available under the following link: <http://www.dbs.com/in/personal/transact/ibanking/terms-and-conditions.aspx>

All capitalized terms used in these T&Cs and not otherwise defined herein shall have the meaning as mentioned in the T&Cs for the iBanking terms and conditions. In these T&Cs "user", "you" and "your" shall mean the customer and authorized user's of the collectively. "Bank", "We", "our" and "us" refers to DBS Bank Ltd. and its successors and assigns or to any affiliate if any services are being provided by an Affiliate under these T&Cs. You hereby confirm that the mBanking Services shall be used only by you or your Authorised representative only.

These terms and conditions are applicable to the existing customers of the Bank, who are eligible to download the mobile banking application for use of mobile banking services (mbanking service) provided by us. This Service is currently available on iPhone with IOS version 5 and above Android Phones with version 2.3 and above. There will be no obligation on the Bank to support all the versions of the Mobile Phone software.

You must read these terms and conditions carefully before using the mbanking service. By accepting these terms and conditions You shall be deemed to have consented, to the use of mobile banking facility launched by the Bank and will also be deemed to have accepted and will be bound by these terms and conditions, as amended from time to time, as displayed on Bank's website. For transacting through mobile banking these terms and conditions shall be in addition to the iBanking terms and conditions applicable to the Customer. Any change in the iBanking Terms and Conditions will be applicable and will have to be accepted by mobile banking customers also.

## 1 Definition:

In this section, the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

- 1.1. "DBS mBanking Services" is a banking service provided to the you through the use of Mobile Phone including enquiry about balance in their Account(s), details about transactions, transfer of funds and other services as the Bank may decide to provide from time to time to its customers ("Services").
- 1.2 "Mobile Phone" means the handset with requisite accessories, equipment attachments and other software which maybe owned / possessed by the cellular service subscriber/provider.
- 1.3 "Cellular Service Provider" hereafter referred to as "CSP" refers to the GSM/ GPRS / EDGE /WI-FI Service provider (for operation of Mobile Phones/tablets etc) / any aggregator who have entered into an agreement with the Bank for provision of DBS mBanking Services to its customers.
2. **Applicability of Terms and Conditions:** By applying for and allowing Authorized Users access to the mBanking Services, for the first time, where your Authorised User accepts these terms and conditions, it shall amount to deemed acknowledges and accepts of these terms and conditions by you.
3. **Eligibility:** All customers of the Bank with successful subscription of iBanking is authorized to operate DBS mBanking Services. You hereby agree/s that you shall be entitled to use the DBS mBanking Service only if you are registered for iBanking facility access and have a registered mobile number with bank for getting One time password.
4. **mBanking Services:** The Bank shall endeavor to provide to the you through DBS mBanking, such Services as the Bank may decide from time to time. The Bank reserves the right to decide the type of Services, which a category of client may be offered on each account and may differ from category to category. Bank's decision in this regard shall be final and binding. The Bank may also make additions /deletions to the mBanking Services offered through DBS mBanking at its sole discretion.
5. Only those Accounts opened with the Bank and linked to the respective user's ID and having iBanking registration will be permitted to access DBS mBanking Services.
6. You hereby agree that you shall not attempt or permit others to attempt accessing your Account with the Bank through any unauthorised means and you shall not part with your You Id and password to unauthorized Yous.

## **7. Your Liability :**

You acknowledge and agree that we may at any time:

- You shall be responsible for the correctness of information supplied by you to the Bank through the use of DBS mBanking or through any other means such as electronic mail or written communication. You shall while availing the mBanking Services be solely responsible and liable for the accuracy and authenticity of the instructions provided to the Bank and the use of the mBanking Services by the Authorized Users or any other person on your behalf.
- Where the Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the Authorized User from who the instructions have originated before acting on such instructions. The Bank may however, in its discretion, act upon any such instruction as it may deem fit and you agrees to be bound to such actions of the Bank. The Bank shall have the right to suspend the mBanking Services, whether generally or specifically in relation to an Authorized User or a particular client, if the Bank has reason to believe that the operation of the Services or acting upon any instructions of an Authorized User may lead to direct or indirect loss or may require an indemnity from the client(s) before continuing to operate the mBanking Services.
- You accepts that all information / instructions will be transmitted to and / or stored at various locations and be accessed by personnel of the Bank (and its Affiliates). The Bank is authorised to provide any information or details relating to the Client to a third party to facilitate the Bank in the providing the Facility and so far as is necessary to give effect to any instructions.
- The Bank does not accept any liability for the consequences arising out of erroneous information supplied by the you/the CSP.
- You will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error, which may happen due to reasons beyond its control like data getting corrupted in transmission.
- You shall be liable for losses arising out of the unauthorized transactions occurring in your Accounts if you compromised with your credentials including your login ID and password with unauthorized person(s)
- You agree/s that the access to DBS mBanking is through your Mobile Phone and any transaction, which originates from the same, whether initiated by you or not shall be deemed to have originated from you.

You shall be liable for all loss from unauthorized transactions in the Accounts if you have breached any of the terms and conditions or contributed or caused the loss by negligent actions such as, but not limited to, the following:

- In case of change in or termination of the registered mobile number, or not informing the Bank about the change/ termination of the registered mobile number.
- You understand(s) that in the event of loss of Mobile Phone or it falling in the wrong hands, it can be misused.
- You agree to indemnify/ies the Bank for any such misuse arising out of the same. You agree that you shall not hold Bank responsible for any loss that you may suffer in these circumstances.

## **8. Liability of the Bank:**

- Bank shall under no circumstance be held liable to you or your Authorized User if the mbanking Services is not available in the desired manner for any reason beyond the control of the Bank, or relating to any delay, interruption, suspension or error of Bank in receiving and processing the request and in formulating and returning responses of any information or message to and from your telecommunication equipment and the network of any CSP and Bank's system or any breakdown, interruption, suspension or failure of your telecommunication equipment, CSP and/or any third party who provides such services as is necessary to provide the mbanking Services, or there is any delay in the carrying out of the instructions for any reasons whatsoever including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or network failure, non delivery of SMS, software or hardware error or any other reason beyond the control of the Bank.
- Under no circumstances shall the Bank, its employees, agents or contractors, 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, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person.
- Notwithstanding anything to the contrary stated herein, Bank shall not be involved in or in any way be liable to you for any dispute between you and a CSP or any third party service provider (whether appointed by Bank in that behalf or otherwise). The Bank shall not be held responsible/ liable in any manner for the services provided and the charges levied by the CSP in relation to DBS mBanking transaction.
- Illegal or improper use of the mbanking Services by you/your Authorized User or any other person shall render you and/or your Authorized User liable for payment of financial charges as decided by Bank and / or will result in suspension of the mbanking Services provided to you.

## **9. Disclosure of personal information:**

- You hereby unconditionally agree that the Bank or its contractors may hold and process your personal information on computer or otherwise in connection with DBS mBanking Services, other services as well as for statistical analysis and credit scoring.
- You and your Authorized User agree that the Bank may disclose, to other institutions, such information in relation to us as may be necessary for any reason inclusive of but not limited to the participation in any telecommunication or electronic clearing network, in compliance with legal directive, for credit rating by recognized credit scoring agencies, and for fraud prevention.

- You irrevocably and unconditionally authorize the Bank to access the Accounts and the Personal Information for effecting the instructions and providing the facility to us, as well as for analysis, credit scoring and marketing.

## 10. Disclaimer of Liability

Bank shall not be responsible to you or your Authorized User for any failure on your part and / or the Authorized User to utilize the mBanking Services due to you and / or your Authorized User not being within the geographical range within which the mBanking Services is offered;

You agree that Bank shall not be liable if:

- You have breached any of the terms and conditions herein or
- You have contributed to or caused the loss or the loss is a result of failure on your part to advise Bank within a reasonable time about unauthorised access of or erroneous transactions in the Account or
- any loss is caused as a result of failure on your part to advise Bank of a change in or termination of the registered mobile number.
- Bank is in no way liable for any error or omission in the services provided by any CSP or any third party service provider (whether appointed by Bank in that behalf or otherwise) to you, which may affect the mBanking Services.
- Bank, does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the mBanking Services. Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by you or by any person resulting from or in connection with the mBanking Services.

## 11. Termination or withdrawal of DBS mBanking Service:

- The mBanking Services may not be available to you for security and/ or technical reasons and for which we may not give you prior notice or reason.
- You may terminate the mBanking Services by giving us seven (7) days prior written notice. Termination will not affect any rights or obligations accrued prior to the effective date of termination.

## 12. Security Codes & Security Devices

- Use of the mBanking Services will require the use of Security Codes. Security Codes for you or your Authorised Users will be issued directly to you or your Authorised User and such issuance will be subject to these terms and conditions as applicable to you and the Authorised User in their personal capacity.
- You are responsible for the confidentiality and use of your Security Codes.
- It is vital that you take steps to prevent disclosure or discovery of the Security Codes provided to you as you are liable for financial loss incurred or Transactions carried out in connection with any unauthorised use of the Security Codes and you may not claim against us in respect of any such use or purported use.
- You must notify us immediately if you have knowledge or have reason for suspecting that the confidentiality of the Security Codes have been compromised or if there has been any unauthorised use of the Security Codes (such as where you notice any unauthorised transactions or unauthorised access to your Accounts through the iBanking Services) or your Security Code has got disabled after a number of incorrect password attempts upto such number as may be intimated by us to you from time to time.
- You acknowledge and confirm that any person (such as a mandate holder/Authorised Users) that you have authorised to access and/or use the mBanking Services in relation to your Account (all such persons to be collectively referred to as the "Authorised Users"), are severally empowered and authorised to give orders or instructions through the mBanking Services on your behalf and shall act, without prejudice to any other capacity which such person may be transacting under, as your agent when accessing and/or using the mBanking Services, in relation to your Account.
- All use and/or access of the mBanking Services by the Authorised Users shall be deemed your use.
- Section 3 of the information Technology Act 2000 prescribes the procedure for authentication of electronic records, which states that a subscriber may authenticate an electronic record by affixing his digital signature and section 5 provides legal recognition to digital signature for authentication of electronic records. However, we have adopted the mode of authentication by means of verification of the Security Code or through any other mode of verification as may be stipulated at our discretion, which are not recognized under the Information Technology Act 2000 for authentication of electronic records. Therefore you are solely responsible to maintain the secrecy and confidentiality of the Security Code without any liability on us in this regard.

- 13. **Governing Law and Jurisdiction:** These Terms and Conditions are governed by Indian law. You irrevocably submit to the exclusive jurisdiction of the Courts of Mumbai, India.