



### Applicability of Terms and Conditions

By using Baroda MOBI Kenya, the Customer thereby agrees to these Terms and Conditions, which form the contract between the Customer and Bank. MOBI App of the Bank shall be governed by such terms and conditions as amended by the Bank from time to time. These terms and conditions shall be in addition to and not in derogation of other terms and conditions relating to any account of the Customer and/or the respective product or the service provided by the Bank unless otherwise specifically stated.

### Rules Governing Baroda Mobi Kenya

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

- i) The Facility will be available to customers having a satisfactory running Savings/ Current/ Over Draft account with the Bank.
- ii) Entering wrong PIN thrice will block the facility for the day and two such consecutive blockages will de-activate the facility. Then customer would be required to re-register for the facility as per the procedure laid down for the same.
- iii) Any change in the business rules of any of the processes will be notified 30 Days in advance on Bank's website [www.bankofbarodakenya.com](http://www.bankofbarodakenya.com). Through branches notice board, or any other means of communication which will be construed as sufficient notice to the customer.
- iv) Accounts where mode of operation is "joint" as also accounts in the name of minor below the age of 15 years or where minor is a joint account holder are not eligible for Baroda MOBI.
- v) If the facility has not been accessed for six months or more, the Bank reserves the right to cancel the registration of the Customer.
- vi) Customer can request for termination of the facility by De- Registering through Base branch of the primary account enabled for Baroda MOBI. The Customer shall remain accountable for all the transactions on the designated account made prior to confirmation of any such cancellation request.
- vii) The Bank, May at its discretion, either wholly or partially, withdraw temporarily or terminate the facility and the Bank shall endeavor to give a reasonable notice for such withdrawal or termination of the facility.
- viii) The Bank may suspend the facility for any maintenance or repair work, for any breakdown in the Hardware/ Software, or any emergency or security reasons without prior notice and bank shall not be responsible if such an action has to be taken for reasons of security or emergency.
- ix) The Bank may also terminate or suspend the services under the facility with prior notice if the Customer has violated the terms and conditions laid down by the Bank or on the death of the Customer when brought to the notice of the Bank or when prohibited by law or an order by a court or Authority.
- x) The services offered under the facility will be automatically terminated if the primary account linked for the Mobile Banking Services is closed.

### Usage of Facility:

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

- i. Agrees that he / she is aware and accepts that facility

offered by the Bank will enable him / her to transact using PIN within the limit prescribed by the Bank and the transaction being bonafide will not be disputed.

- ii. Agrees to use the Baroda MOBI for financial and non-financial transactions offered by the Bank from time to time.
- iii. Irrevocably authorizes the Bank to debit the Account which have been enabled for Baroda MOBI for all transactions / services undertaken using PIN.
- iv. Authorizes the Bank to map the account number, Customer ID and mobile phone number for the smooth operation of Baroda MOBI offered by the Bank and to preserve the mapping record in its own server or server of any third party and to use such data at its discretion for providing/enhancing further banking/ technology products that it may offer.
- v. Agrees that transactions originated using the mobile phone are non retractable as these are instantaneous / real time.
- vi. Understands that the Bank, upon giving the Customer reasonable notice, has the right to revise the prescribed ceilings from time to time.
- vii. Agrees to use the facility on a mobile phone properly and validly registered in his / her name only with the Mobile Service Provider and undertakes to use the facility only through mobile number which has been given to register for the facility.
- viii. Agrees that the Bank is authenticating the Customer by his mobile phone number and M-PIN provided by the Customer and that such authentication would be sufficient for protection of the customer transactions. The customer is solely responsible for maintenance of the secrecy and confidentiality of the M-PIN without any liability to the Bank. The Bank at its discretion may adopt other authentication of electronic records and the same will be acceptable and binding on the customer.

### Miscellaneous

- i. 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 Bank will however provide all the necessary guidance on how to utilize the service through all the relevant channels including its branch network, telephone calls, E-mail inquiries and on its website.
- ii. Bank reserves the right to decide what services may be offered. Additions/ deletions to the services offered under the facility are at its sole discretion.
- iii. The instructions of the Customer shall be effected only after authentication under his/her Activation Key and M-Pin or through any other mode of verification as may be stipulated at the discretion of the Bank.
- iv. While it shall be the endeavor of the 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 the 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.
- v. The transactional details will be recorded by the Bank and these

records will be regarded as conclusive proof of the authenticity and accuracy of transactions

- vi. The Customer hereby may authorize the Bank or its agents to send promotional messages including the products of the Bank, greetings or any other messages the Bank may consider from time to time. The Bank will ensure that messages will be related to the service provided and the Customer can at any time opt out of the message service upon giving reasonable notice to the Bank.
- vii. Customer understands that the Bank may send rejection or cannot process the request messages for the service request(s) sent by the Customer which could not be executed for any reason.
- viii. Bank shall make all reasonable efforts to ensure that the customer information is kept confidential but shall not be responsible for any inadvertent divulgence or leakage of Customer information for reasons beyond its control or by action of any third party.
- ix. Customer expressly authorizes the Bank to carry out all requests/ transactions purporting to have been received from his/ her mobile phone and authenticated with his/ her M-Pin. All payment transactions, initiated from the customer's mobile phone using his/her M-Pin, will be treated bonafide expressly authorizing the Bank to make the payment.
- x. It is the responsibility of the Customer to advise the Bank of any change in his mobile number or loss/ theft of mobile phone by adopting the procedure laid down by the Bank for the purpose.
- xi. Telecom Service provider of the customer may levy charges for each GPRS and the Bank is not liable for any dispute that may arise between telecom service provider and the Customer.

### Fee structure for the facility

Bank Reserves the right to charge the Customer fee for the use of the services provided under the facility and change the fee structure in accordance with the guidelines published by the regulator as per the regulator's guidelines

### Accuracy of Information

It is the responsibility of the Customer to provide correct information to the Bank through the use of the facility or any other method. In case of any discrepancy in information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information

Customer understands that the Bank will try, to the best of its ability and effort, to provide accurate information and shall not hold the Bank responsible for any errors or omissions that may occur due to reasons beyond the control of the Bank.

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

### Responsibilities and obligations of the customer

- i. The Customer will be responsible for all transactions, including fraudulent / erroneous transactions made through the use of his/ her mobile phone, SIM card and M-Pin , regardless of whether such transactions are in fact entered into or authorized by him/ her or not and the customer will be responsible for the loss/damage, if any suffered
- ii. The Customer shall take all steps possible to ensure that his/her mobile phone is not shared with anyone and shall take immediate action to de-register from Baroda Mobi as per procedure laid down in case of misuse/ theft/loss of the mobile phone or SIM card
- iii. The Customer will use the services offered under facility using the M-Pin in accordance with the procedure as laid down by the Bank from time to time
- iv. The Customer shall keep the Activation Key, M-Pin and Transaction Pin confidential and will not disclose these to any other person or will not record them in a way that would compromise the security of the services
- v. It will be the responsibility of the Customer to notify the Bank immediately if he/ she suspect the misuse of the M-Pin. She/he will also immediately initiate the necessary steps to change his M-Pin
- vi. If the mobile phone or SIM is lost, the customer must immediately take action to de-register from Base branch of the primary account enabled for Baroda MOBI
- vii. The Customer accepts that any valid transaction originating from the Customer ID and / or registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by the PIN is duly and legally authorized by the Customer
- viii. The Customer shall be liable for all loss on breach of the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure to advise the Bank immediately about any unauthorized access in the Account.
- ix. The Customer shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection/SIM card/mobile phone through which the facility is availed and the Bank does not accept/ acknowledge any responsibility in this regards
- x. Bank shall not accept any Stop Payment instructions, once the transaction amount and the beneficiary account are keyed in and authorized by the Customer
- xi. The Customer is advised to be prudent in downloading content through blue-tooth and ensure that proper anti-virus software is used from time to time to remove malware residing in the hand-set.

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

- i. The Bank is unable to receive or execute any of the requests from the Customer or there is loss of information during processing or transmission or any unauthorized access by any other person or breach of confidentiality due to reasons beyond the control of the Bank.
- ii. There is any kind of loss, direct or indirect, incurred by the Customer or any other person due to any failure or lapse in the facility which are beyond the control of the Bank.
- iii. There is any failure or delay in transmitting of information or there is any error or inaccuracy of information or any other consequence arising from any cause beyond the control of the Bank which may include technology failure,

mechanical breakdown, power disruption, etc.

- iv. There is any lapse or failure on the part of the service providers or any third party affecting the said facility and that the Bank makes no warranty as to the quality of the service provided by any such service provider. The Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resumption or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, the Bank's system or the network of any service provider and/or any third party who provides such services as is necessary to provide the facility.
- v. The Bank will not be responsible if Bank's mobile banking application is not compatible with/ does not work on the mobile handset of the Customer

### Indemnity

In consideration of the Bank complying with your instructions or requests in relation to Baroda MOBI Kenya, the Customer agrees to indemnify and hold the Bank harmless against all actions, claims, demands proceedings, loss, damages, costs, charges and expenses which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of or in connection with any services provided to the Customer pursuant here to. The Customer also agrees to indemnify the Bank for; unauthorized access by any third party to any information / instructions / triggers given by the Customer or breach of confidentiality or any loss or damage that may arise from the Customers use, misuse, abuse or possession of any third party software, All demands, claims, actions, losses and damages of whatever nature which may be brought against the Bank or which it may suffer or incur arising from its acting or not acting on any Request or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the Bank.

Any loss or damage that may arise from your use, misuse, abuse or possession of any third party software, including without limitation, any operating system, browser software or any other software packages or programs.