



THE PIMPALGAON MERCHANT'S CO-OP. BANK LTD.

Application Form for Mobile Banking *All fields with * are mandatory*

To,
Branch Manager

Date: / /

_____ Branch

Name of Firm (if current account)* _____

Applicant Name :* _____

Surname

Name

Middle Name

Applicant Address :* _____

Pin Code :* _____ E-Mail :* _____

Mobile Number (for Registration):* _____ Phone :* _____

Pan No.:* _____ Aadhar No.:* _____

Primary Account Number (11 Digit) : * _____ A/c type SB/CA

Other Account Details :* _____ (For IMPS Transaction)

Bank A/c No. (11 Digit)	A/c type Saving /Current	Branch Name	Mode of Operation	Customer ID (For Official use only)
			Single / Joint	
			Single / Joint	
			Single / Joint	

Terms and Conditions for Mobile Banking Services (PIMCO Mobile Banking)

❖ Definitions:

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

1. **'Account'** shall mean any account at the bank which has been registered for use via PIMCO MOBILE BANKING.
2. **'Customer'** a person above age of 18 years who hold an account in PIMCO BANK.
3. **'Bank'** shall mean THE PIMPALGAON MERCHANTS CO-OP BANK LTD or any successor or assign been registered for use via Mobile Banking
4. **'Facility'** shall mean Mobile Banking facility provided to the customer's.
5. **'IMPS'** Inter - Bank Mobile Payment Service' which is a way of remitting and receiving funds within two banks.
6. **'MMID'** shall mean Mobile Money Identification Number is a seven digit random number issued by the Bank and is associated with an account number.
7. **'MPIN'** shall mean the personal identification number (password) for doing transaction for using mobile banking facility.
8. **'P2A' 'Person to Account'**, amount transferred to a particular account number.
9. **'Application'** shall mean the bank's Mobile Banking's software downloaded in the mobile phone after registering through Bank's branch where the customer holds his accounts.
10. **'Application Password'** shall mean the personal identification number for opening the Mobile Banking facility in the mobile phone.
11. **'PIMCO MOBILE BANKING'** shall mean Mobile Banking services for the sake of brevity.
12. **'USSD'** shall mean unstructured supplementary service Data.
13. **'WAP'** shall mean wireless Applications Protocol.
14. **'Base Branch or Account'** shall mean the branch where the customer has his primary account.
15. **'OTP'** shall mean the one time password for doing transaction for using mobile banking facility.

❖ Applicability of Terms and Conditions

By using PIMCO MOBILE BANKING, the Customer thereby agrees to these Terms and Conditions, which form the contract between the Customer and Bank. Mobile Banking 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.

❖ General Business Rules Governing PIMCO Mobile Banking

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 account with the Bank.
II) Upper Limit for transactions: The daily upper ceiling per customer shall be Rs.2,00,000 for fund transfer when the service is used over the application.
III) Entering wrong M PIN thrice will block the facility. Then customer would be required to re-register for the facility as per the procedure laid down for the same.

IV) Eligibility :

SR. NO	TYPE OF ACCOUNT	CONSTITUTION	MODE OF OPERATION	WHO IS ELIGIBLE FOR MOBILE BANKING FACILITY
1	SAVING ACCOUNT	SINGLE	SINGLE	THE A/C HOLDER
2	SAVING ACCOUNT	JOINT	E OR S, ANY ONE OR TWO, ALL JOINTLY	AS PER CHOICE OF ALL A/C HOLDERS. APPLICATION SIGNED JOINTLY.
3	SAVING ACCOUNT	MINOR	SINGLE	NOT ELIGIBLE
4	CURRENT ACCOUNT	SELF NAME	SINGLE	THE ACCOUNT HOLDER
5	CURRENT ACCOUNT	NAME OF FIRM	SINGLE	THE ACCOUNT HOLDER
6	CURRENT ACCOUNT	PARTNERSHIP FIRM	ANYONE PARTNER, ANY TWO OR ALL JOINTLY	THE PERSON TO AUTHORISE OPERATES. ALL ACCOUNT HOLDER WILL SIGN THE APPLICATION & GIVE RESOLUTION

v) Accounts where mode of operation is "joint" as also accounts in the name of minor below the age of 18 years or where minor is a joint account holder are not eligible for PIMCO MOBILE BANKING.

vi) If customer has two or more account in bank then only one account is used for IMPS and internal branch transfer and other linked account used for internal branch transfers.

vii) Bank reserves the right to reject a Customer's application for Mobile Banking without assigning any reasons.

viii) Bank shall suspend the registration of any Customer if the facility has not been accessed by the Customer for Six months or more.

ix) If the facility has not been accessed for six months or more, the registration of the Customer will be cancelled.

x) Customer can request for termination of the facility by filling new form.

xi) It shall be the Bank's endeavor to give a reasonable notice for withdrawal or termination of the facility, but the Bank may at its discretion withdraw temporarily or terminate the facility, either wholly or partially, anytime without giving prior notice to the Customer.

xii) The facility may be suspended for any maintenance or repair work for any breakdown in the Hardware/ Software for PIMCO MOBILE BANKING 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.

xiii) The services offered under the facility will be automatically terminated if the primary account linked for the Mobile Banking Services is closed.

xiv) The Bank may also terminate or suspend the services under the facility without prior notice if the Customer has violated the terms and conditions laid down by the Bank or on the death of the Customer when brought to the notice of the Bank or when prohibited by law or an order by a court or Authority.

xv) Any dispute between account holder & The Pimpalgaon Merchant Co-Op Bank Ltd. is subject to jurisdiction of the court in Nashik

❖ Usage of Facility :

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

- Agrees to use the PIMCO MOBILE BANKING for financial and non-financial transactions offered by the Bank from time to time.
- Irrevocably authorizes the Bank to debit the Account which has been enabled for PIMCO MOBILE BANKING for all transactions / services undertaken using mPIN.

• Authorizes the Bank to map the account number, User ID and mobile phone number for the smooth operation of PIMCO MOBILE BANKING 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.

• Agrees that he / she is aware and accepts that facility offered by the Bank will enable him / her to transact using mPIN and OTP within the limit prescribed by the Bank and the transaction being bona fide will not be disputed.

• Agrees that transactions originated using the mobile phone are non retractable as these are instantaneous / real time.

• Understands and explicitly agrees that Bank has the absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding upon him/her.

• 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, OTP and mPIN 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 OTP & mPIN without any liability to the Bank. The Bank at its discretion may adopt other authentication of electronic records and the same will be acceptable and binding on the customer.

❖ **Fee structure for the Facility :**

At present, Bank does not charge any fee for offering this Mobile Banking Facility. Bank reserves the right to charge the Customer fee for the use of the services provided under the facility and change the fee structure at its discretion. Display of such charges on Bank's branch would serve as sufficient notice and the same is 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.
- ii. The instructions of the Customer shall be effected only after authentication under his/her Mpin, OTP or through any other mode of verification as may be stipulated at the discretion of the Bank.
- iii. 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.
- 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. Customer hereby authorizes the Bank or its agents to send promotional messages including the products of the Bank, greetings or any other messages the Bank may consider from time to time.
- 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 mPIN & OTP. All payment transactions, initiated from the customer's mobile phone using his/her mPIN & OTP, will be treated bona fide 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 SMS / GPRS and the Bank is not liable for any dispute that may arise between telecom service provider and the Customer.

❖ **Accuracy of Information:**

It is the responsibility of the Customer to provide correct information to the Bank through the use of the facility or any

other method. In case of any discrepancy in information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information.

Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.

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

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

❖ **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 mPIN, OTP 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 PIMCO MOBILE BANKING 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 mPIN & OTP in accordance with the procedure as laid down by the Bank from time to time.
- iv. The Customer shall keep the OTP & mPIN confidential and will not disclose these to any other person or will not record them in a way that would compromise the security of the services.
- v. It will be the responsibility of the Customer to notify the Bank immediately if he/ she suspect the misuse of the mPIN or OTP. He will also immediately initiate the necessary steps to change his mPIN.
- vi. If the mobile phone or SIM is lost, the customer must immediately take action to de-register from PIMCO MOBILE BANKING at any of the Bank's branch of the primary account enabled for PIMCO MOBILE BANKING.
- vii. The Customer accepts that any valid transaction originating from the registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by the mPIN & OTP is duly and legally authorized by the Customer.
- viii. 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 at the branches and would be responsible for the same.
- ix. 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.
- x. The Customer shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection/SIM card/mobile phone through which the facility is availed and the Bank does not accept/ acknowledge any responsibility in this regard.

- xi. Bank shall not accept any Stop Payment instructions, once the transaction amount and the beneficiary account are keyed in and authorized by the Customer.
- xii. 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.

❖ Disclaimer

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

- 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.
- 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.
- 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.
- There is any lapse or failure on the part of the service providers or any third party affecting the said facility and that the Bank makes no warranty as to the quality of the service provided by any such service provider.

The Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and 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.

- 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.
- This service depends on an availability of fairly decent GPRS/Edge/3G/4G services from the service provider. Bad range or lack of sufficient bandwidth will affect the functionality of the service. The Bank is not liable for the same.
- Any amount through any channel erroneously credited to customer's account if not return to the PIMCO bank, bank has right to deduct it from particular customers account. Without any prior intimation.

❖ Declaration ❖

1. I affirm, confirm and declare that I have read and understood the terms and conditions for usage of the Mobile Banking and/or mobile Banking service of the, THE PIMPALGAON MERCHANTS CO-OP BANK LTD. And that I am aware of charges applicable (if any) for the Mobile Banking Service, and that I agree for myself and/ or on behalf of the joint account holders and I will adhere to all the terms and conditions of opening/applying/availing/maintaining/operating (as applicable) for Mobile Banking and/or Mobile Banking Service of the THE PIMPALGAON MERCHANTS CO-OP BANK LTD. As may be in force from time to time. I further authorize THE PIMPALGAON MERCHANTS CO-OP BANK LTD to debit my Account(s) towards charges, if any for Mobile Banking Service.

2. I declare that all the particulars and information given in this application form (and all documents referred or provided therewith) are true, correct, completed and up to date in all respects I and other joint account holders have not withheld any information. I understand that certain particulars given by me/us are required by the operational guidelines governing banking companies. I agree and undertake to provide any further information that the, THE PIMPALGAON MERCHANTS CO-OP BANK LTD. May require from time to time.

3. I agree and understand that I have to complete further applications for specific liability products/services from the, THE PIMPALGAON MERCHANTS CO -OP BANK LTD. As prescribed from time to time, and that such further applications shall be regarded as an integral part of this application and vice versa, and that the particulars and information set for the here in as well as the documents referred or provided here with or true, correct, complete and up to date in all respects. I undertake to provide further information or change, if any, in such particulars on record on occurrence of such event. I agree and understand that such further applications will require incorporation of the application form number, and/or such details as the, THE PIMPALGAON MERCHANTS CO-OP BANK LTD. May prescribe, to facilitate date management.

Date: ____/____/____

Signature: _____
Sole/ First holder/Authorized person)

Place: _____

Note: The form duly filled in to be submitted to Base Branch of the, The Pimpalgaon Merchants Co-Op Bank Ltd.

Application received & Checked by	Name : _____ Sign : _____ Date: / /
Sign & information checked And found correct by (BM/ASS. MANAGER)	Name : _____ Sign : _____ SEAL: _____ Date: / /

**LETTER OF MANDATE FOR MOBILE BANKING FACILITIES
(Application for linking joint bank a/c)**

To,

The Pimpalgaon Merchants Co.-Operative bank Ltd.

Branch: _____

Dear Sir/ Madam,

I/we, the undersigned _____

_____ Am/are the joint account holder(s)
of _____ (a/c number) opened/ operating with the The Pimpalgaon Merchants Co-Operative bank Ltd along
with _____ (name of the first holder) with operating
instruction as "either or survivors" or anyone or survivors or jointly". I/We hereby authorize _____
(name of the A/c holder) to view/access the said account(s) for and on my/our behalf.

I/We affirm, confirm and undertake that I/we have read and understood the Terms and conditions for usage of the
Mobile Banking Service of The Pimpalgaon Merchants Co-Operative bank Ltd. And that I/We agree and undertake to
abide by them.

I/We hereby state that should I/We wish to revoke the above authorization. I/We shall duly issue a letter of revocation
("the revocation letter") to the, The Pimpalgaon Merchants Co-Operative bank Ltd. In this regard. The said revocation
letter will be valid after 8 days from the date of receipt by the, The Pimpalgaon Merchants Co-Operative bank Ltd.

Yours faithfully,

Name: _____ (Second Holder)	Name: _____ (Third Holder)
Signature: _____	Signature: _____
Name: _____ (Fourth Holder)	Name: _____ (Fifth Holder)
Signature: _____	Signature: _____

I CONFIRM THE ABOVE

SIGNATURE: _____
(1ST HOLDER)