



MAHESH BANK

THE A.P. MAHESH CO-OPERATIVE URBAN BANK LTD.

(MULTI-STATE SCHEDULED BANK)

INTERNET BANKING / MOBILE BANKING REGISTRATION FORM

Date :

To
The Branch Manager,
The A.P. Mahesh Co-op Urban Bank Ltd.,
_____ Branch.

Dear Sir / Madam,

I wish to avail the Mobile Banking / Internet Banking services offered by the Bank for my following accounts as a retail user.

or

We wish to avail the Mobile Banking / Internet Banking services offered by the Bank for my following accounts as a corporate user. We nominate Sri _____ as a corporate authority to avail the above services in respect of all our accounts mentioned below.

S.No	Type of Account	Account No/s
1	Savings	
2	Current	
3	CC/OD	

For Mobile banking

I/We wish to avail the Mobile Banking facility. Kindly alert me if the amount debited is more than ₹ _____ (Min. amount should be ₹ 10,000/-) and Credited is more than ₹ _____ (Min. amount should be ₹ 10,000/-) in the accounts linked to the above Customers ID.

Mobile Number to be registered for Mobile Banking \ SMS Alert facility

Name :

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Mobile Number :

9	1																		
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For Internet Banking

e-mail ID to be registered for Internet Banking Services Name _____

e-mail ID _____

INTERNET BANKING FACILITIES REQUIRED: (Tick whichever is applicable)

- Enquiry of Account Details, viewing transaction details.
- Financial Transaction facilities like Funds Transfer, e-Payment, Deposit Opening, Stop Payment, etc.,

Declaration

I / We confirm that I / We am/are the sole account holder/s or I/we have the required mandate from the joint account holder(s) to singly operate the Account .I will keep the SIM card and my mobile phone in my possession at all times. I will inform the Bank immediately incase my mobile or SIM card is lost. And I/We understood that I/We shall be solely responsible for all the transactions happened through the mobile registered for availing the mobile banking services. I/We have read and understood the Terms and Conditions (a copy of which I am in possession of) relating to (a) Mobile Banking / SMS Alert Service (b) Net Banking. I/We accept and agree to be bound by the said Terms and Conditions.

I / We affirm, confirm and undertake that I/We have read and understood the Terms and Conditions for usage of the Internet Banking service of The A.P. Mahesh Co-op Urban Bank Ltd., and I/We am/are aware of Charges Applicable for the Service, as set forth in www.apmaheshbank.com, and that I/We agree on my own behalf, or as the mandate holder on behalf of the joint account holders, and will adhere to all the terms/conditions of applying /opening / availing/ maintaining/ operating (as applicable) for usage of the Internet Banking service of the Bank as may be in force from time to time. I/We further authorize the Bank to debit my Account(s) towards any Charges.

I/We agree that the bank will not be held liable / responsible for any loss or liability occurred on account of breach of security / denial of service etc., because of hacking / other technological failures.

Once my/our request for internet banking account is accepted and my/our user ID is activated by the bank, all my linked accounts will be covered under the rules governed under internet banking facility from time to time. I/We hereby confirm that the above mentioned address matches with the address previously given to the bank.

Name & Address of the Applicant

1. _____

If Member of the Bank

Membership No. _____

Mobile No. _____ e-mail Id _____

Signature _____

2. _____

If Member of the Bank

Membership No. _____

Mobile No. _____ e-mail Id _____

Signature _____

3. _____

If Member of the Bank

Membership No. _____

Mobile No. _____ e-mail Id _____

Signature _____

4. _____

If Member of the Bank

Membership No. _____

Mobile No. _____ e-mail Id _____

Signature _____

For office use only

1) The information furnished by the applicant is verified and found correct.

2) The Account No, mode of operations and the above signature/s have been verified and found correct.

The request of Customer (Name-Individual/Firm) _____ for the following services, may be enabled and necessary password may be generated and sent to the applicant directly.

CUSTOMER Account No/s: _____

a. Mobile Banking: Name _____ Ph.No _____

b. Internet Banking: Name _____ e-mail ID _____

Date:

Signature of the Branch Manager

Partnership Letter

A meeting of partners of M/s _____ (the Firm), a partnership firm having its principal office at _____ in which the partners of the Firm, constituting the requisite forum, were present namely:

Mr./Ms _____ Mr./Ms _____ and

Mr./Ms _____ was held on _____

Mr/Ms _____, partner informed the other partners that the Firm being a customer of The A.P. Mahesh Co-op Urban Bank Ltd., is now desirous of availing of services under SMS Alert facility / Mobile Banking / Internet Banking facilities of The A.P. Mahesh Co-op Urban Bank Ltd.

After discussions, it was unanimously agreed.

- 1) That the Firm avails of the SMS Alert facility / Mobile Banking / Internet Banking facilities offered by The A.P. Mahesh Co-op Urban Bank Ltd., That the Firm has read the terms and conditions applicable to SMS Alert facility / Mobile Banking / Internet Banking facilities and accepts the same.
- 2) The Firm hereby authorizes, Mr./Ms _____ (Designation), to avail of the SMS Alert facility / Mobile Banking / Internet Banking facilities offered by the Bank.
- 3) That the Firm undertakes to inform the Bank 15 days in advance in case any of its authorized signatory's SMS Alert facility / Mobile Banking / Internet Banking facilities needs to be revoked. The Firm will not hold the Bank responsible if it does not comply with the aforesaid term.
- 4) The Firm hereby agrees that the Bank may debit from the primary account stated by the authorized signatory / ies, the service charges as applicable from time to time.
- 5) The Firm hereby understands that the Bank may at its absolute discretion discontinue any of the services completely or partially without any notice to us.

In the premises aforesaid, we hereby jointly and/or severally agree to indemnify and keep indemnified the Bank, of / from and against all costs, charges, claims, disputes and consequences, whatsoever, arising out of the SMS Alert Facility / Mobile Banking / Internet Banking facilities to the said partner as aforesaid.

Name	Signature
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Date :

Place :

Draft Resolution for Limited Companies
The resolution is to be given on Organization's Letter Head.

Extracts of the minutes of the meeting of the Board of Directors/Managing Committee of _____ held at _____

Chairman of the meeting informed the other members of the Board/Managing Committee that the Company being a customer of The A.P. Mahesh Co-op Urban Bank Ltd., is now desirous of availing of SMS Alert facility / Mobile Banking / Internet Banking facilities to be granted by The A.P. Mahesh Co-op Urban Bank Ltd.

The following resolutions were unanimously passed.

Unanimously resolved:

- 1) That the Company avails of the SMS Alert facility / Mobile Banking / Internet Banking facilities offered by The A.P. Mahesh Co-op Urban Bank Ltd., That the Company has read the terms and conditions applicable to SMS Alert facility/ Mobile Banking facility / Internet Banking facility and accepts the same.
- 2) The Company hereby authorizes Mr. /Ms _____ (Designation) to avail of the SMS Alert facility/ Mobile Banking / Internet Banking facilities offered by the Bank in the manner specified in his mobile number _____
- 3) That the Company undertakes to inform the Bank 15 days in advance in case any of its authorized signatory's SMS Alert facility/ Mobile Banking / Internet Banking facilities needs to be revoked. The Company will not hold the Bank responsible if it does not comply with the aforesaid term.
- 4) That the Company hereby agrees that the Bank may debit from the primary account stated by the authorized signatory the service charges as applicable from time to time.
- 5) That the Company hereby understands that the Bank may at its absolute discretion, discontinue any of the services completely or partially without any notice to us.
- 6) That a copy of these minutes be forwarded to the Bank.

Signature of the Secretary/Director/Chairman

Date :

Place :

Under seal/stamp as applicable
Name of the Secretary/Director/Chairman

(Declaration to be submitted by HUF)

Date:

From
Kartha Name _____

To
The Branch Manager,
The A.P. Mahesh Co-op Urban Bank Ltd.,
_____ Branch.

Sub: Request for SMS Alert facility/Mobile Banking/Internet Banking

My HUF _____ is having Current/Savings Bank Accounts No: _____ with you. I am a "Kartha" of the HUF/ joint family. I have requested the Bank to offer the SMS alert facility/ Mobile Banking / Internet Banking in addition to the cheque books for operating the account. At my request as kartha, the Bank has agreed for providing such facility. Further, I am attaching / annexing the consent given by the other Co-parceners of the said HUF for your information / for further action.

(Signature by Kartha)

Consent by Co-parceners

We, Co-parceners of HUF _____, hereby declare that we have no objection to your bank offering the SMS Alert Facility / Mobile Banking / Internet Banking to Mr _____ Kartha (HUF) in addition to the cheque books for operating the said account.

Name	Signature
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

**Indemnity given by Kartha and Co-parceners
(To be Stamped as affidavit cum Indemnity on Rs.100/- stamped paper)**

In view of what is stated above, we hereby jointly and / or severally agree to indemnify and keep indemnified the Bank from and against all costs, charges, claims, disputes and consequences, whatsoever, arising out of providing SMS Alert Facility/ Mobile Banking / Internet Banking to the said Kartha of HUF aforesaid.

Signature of Kartha _____

Signature of Co-parceners

Name	Signature
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Internet Banking Terms & Conditions (To be signed by all the Account Holders)

IMPORTANT: Please note carefully the User's duties laid down in the Terms set out herein below. If the User commits a breach of the duties, the User may be liable for the transactions even if the User did not authorize them.

1. Definitions

In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

Bank

Bank refers to The A.P. Mahesh Co-op Urban Bank Ltd., a Co-operative Bank registered under The Multi State Co-op Societies Act 2002 and having its Head Office at 5-3-989, Sherza Estate, N.S.Road, Osmangunj, Hyderabad - 500095. The terms include the successors and assigns of The A.P. Mahesh Co-op Urban Bank Ltd., and herein after for sake of brevity called 'BANK'.

Account(s)

"Account(s)" refers to the User's Savings and /or Current Account and / or Fixed Deposit Accounts and / or Loan Accounts and/or any other type of Accounts so designated by the Bank to be eligible account(s) for operation through the use of Internet Banking. The User should be either the account holder or sole signatory or authorized to act alone when there is more than one signatory. An account in which minor is a joint account holder, is not eligible to be Internet Banking Account.

Affiliate

"Affiliate" of THE A.P. MAHESH CO-OP URBAN BANK LTD., shall mean and include (a) any company which is a subsidiary of THE A.P. MAHESH CO-OP URBAN BANK LTD., or (b) a person under the control of or under common control with THE A.P. MAHESH CO-OP URBAN BANK LTD.

Terms

Terms refers to terms and conditions for use of Internet Banking.

Internet Banking

"Internet Banking" refers to the internet Banking service offered or provided by The A.P. Mahesh Co-op Urban Bank Ltd., to the User and which are described in the Terms by which the User may access information and give The A.P. Mahesh Co-op Urban Bank Ltd., instructions in respect of certain of User's Account(s) with The A.P. Mahesh Co-op Urban Bank Ltd.,. Such Internet Banking may be provided by The A.P. Mahesh Co-op Urban Bank Ltd., directly or through its Associates or Contracted Service Providers or Affiliate.

User

"User" refers to a customer of The A.P. Mahesh Co-op Urban Bank Ltd., and/or of the Affiliate of The A.P. Mahesh Co-op Urban Bank Ltd., authorized to use Internet Banking or a person requesting the Internet Banking. In case of the User being a minor, the guardian of such minor shall be permitted to use Internet Banking. In this document all references to the User refers to both masculine and feminine gender.

Password

Any confidential password, phrase, code or number, memorable data, or any other identification of any kind issued to the User by The A.P. Mahesh Co-op Urban Bank Ltd., 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 The A.P. Mahesh Co-op Urban Bank Ltd., Site, Internet Banking and the Services or to effect User's Instructions

Personal Information

"Personal Information" refers to the information provided by the User to The A.P. Mahesh Co-op Urban Bank Ltd.

Website

"Website" refers to the website of The A.P. Mahesh Co-op Urban Bank Ltd., located at the URL www.apmaheshbank.com

In this document all the reference to customers in masculine gender shall be deemed to include the feminine gender.

2. Applicability of Terms

These Terms shall form the contract between the User and The A.P. Mahesh Co-op Urban Bank Ltd., herein after for sake of brevity called 'Bank' for availing Internet Banking. The User shall apply to BANK in the prescribed form for the use of Internet Banking. Bank shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the Users. In addition to what is provided herein before the User agrees that any use by the User of the Internet Banking shall constitute the User's acceptance of the Terms. The User applying for Internet Banking will also be deemed as acceptance of the Terms and acknowledgement thereof.

3. Internet Banking

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

3.2 Bank may keep its records of the transactions in any form it wishes. Bank's records, unless shown to be wrong, shall be evidence of User's dealings with Bank in connection with the Internet Banking. User agrees not to object to the admission of 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 Bank an instruction or request a transaction through the Internet Banking the Terms will apply in addition to the existing terms in respect of User dealings with Bank either in respect of particular accounts or products or generally. In the event of inconsistency the Terms will apply.

3.3 The User shall ensure that Internet Banking or any related service is not used for any purpose which is illegal, improper or which is not authorized under these Terms.

3.4 Notwithstanding anything contained in the Terms, due to the nature of Internet Banking, 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 Internet Banking.

3.5 Bank may advise from time to time, the internet software, such as browser which is required for using Internet Banking. There will be no obligation on the Bank to support these internet software.

4. Internet Banking Access

4.1 The User would be allotted an Internet Banking User-Id and two secret passwords one for "Login" and second for "Transaction Entry" by Bank in the first instance. The User will be required to change the password assigned by Bank on accessing Internet Banking for the first time. As a safety measure, the User shall change the password as frequently thereafter as possible.

4.2 In addition to User-Id and password 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.

4.3 The User shall not attempt or permit others to attempt accessing the Account information stored in the computers of Bank or Affiliate through any means other than the Internet Banking.

4.4 Bank will never send e-mail or ask the user confidential information such as Password, PIN etc. online. If someone does ask for it, they do not represent Bank.

5. Internet Banking Password

5.1 The User acknowledges, represents and warrants that the password which will be issued to the user, provides access to the Account and that User is the sole and exclusive owner and is the only authorized User of the password and accepts sole responsibility for use, confidentiality and protection of the password, as well as for all actions orders and information changes (i.e., change of address) entered into Accounts using such password.

5.2 The User grants express authority to Bank for carrying out transactions and instructions authenticated by such password. The User unconditionally undertakes to have Internet Banking password of such number of letters/digits as may be notified by Bank from time to time and ensure that the same is kept confidential and to not let any unauthorized person have access to the internet while the User is accessing the Internet Banking.

5.3 If the User forgets the Internet Banking password or the Internet Banking Password gets locked after a number of incorrect attempts, then User can request for change of the password by sending a written request to the Bank. The selection of new password shall not be construed as the commencement of a new contract.

6. Joint Accounts

6.1 In case of Joint Accounts, transactions through Internet Banking, the facility of Internet Banking shall be available to the mandate holder. For such joint accounts, one User-Id and password for Internet Banking will be issued to the mandate holder. The other joint account holders shall expressly agree with the arrangement and give their consent on the application form for use of Internet Banking. All correspondence will be addressed only to the mandate holder in the joint account. All transactions arising from the use of Internet Banking in the joint account shall be binding on all the joint account holders, jointly and severally.

7. Charges & Minimum Balance

7.1 Bank reserves the right to charge and recover from the User service charges for providing the Internet Banking. The User hereby authorizes Bank to recover the service charges by debiting any one of the Accounts of the User.

7.2 User shall maintain, at all times such minimum balance in Internet Banking account(s) as the Bank may prescribe from time to time

7.3 Bank may withdraw the Internet Banking facility, if at any time the amount of deposit falls short of the required minimum and /or service charges remain unpaid and/or conduct of operations in the account are not satisfactory, without giving any further notice to the User and /or without incurring any liability or responsibility whatsoever by reasons of such withdrawal.

8. Funds Transfer through Internet Banking

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

8.2 The User shall not use or attempt to use the Internet Banking for funds transfer without sufficient funds in the relative Account or without a pre-existing arrangement with Bank for the grant of an overdraft. Bank will endeavor to effect funds transfer transaction received through Internet Banking subject to availability of sufficient funds in the Account. In any case, if based on User instructions, if funds are debited from his account by overdrawing the account without sufficient balance in the Internet Banking account or without pre-existing arrangement with the Bank for grant of an overdraft, the account holder will be liable to regularize the account. BANK shall specify from time to time the limit for carrying out various kinds of funds transfer or any other services through Internet Banking. The said facility will be provided in accordance with the arrangement between Bank and the Affiliates and as per conditions specified by Bank from time to time.

8.3 BANK shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the reasonable control of the Bank.

8.4 The funds transfer facility is made available to the User, for the transfer of funds within his Accounts maintained with in the Bank. However this facility may be extended to other accounts belonging to the third parties maintained with the Bank or any other Bank, which falls under the network of Reserve Bank of India's NEFT / RTGS System.

9. Application for Facilities through Internet Banking

9.1 The User shall have to apply in a prescribed format for the Internet Banking facilities provided by Bank. The facility to the User shall be extended subject to the User complying with Bank's Rules and Regulations and submitting all documents required by Bank in the physical form to Bank's branches. Bank may in its sole discretion reject the application for the facility by the User.

9.2 Not all Accounts can be accessed under the Internet Banking.

9.3 The User authorizes Bank to add all Accounts (including joint accounts) that the User holds with Bank now or in the future, which are available on the Internet Banking, to the Internet Banking.

10. Authority to Bank for Internet Banking

10.1 Banking transactions in the Users Internet Banking Account(s) are permitted through Internet Banking only after authentication of the User-Id and password of the User. The User (along with the joint account holders, if any) grant express authority to the Bank for carrying out the Banking transactions performed by him through Internet Banking.

10.2 Bank shall have no obligation to verify the authenticity of any transaction / instruction received or purported to have been received from the User through Internet Banking or purporting to have been sent by the User other than by means of verification of the Internet Banking User-Id and the password.

- 10.3 The display or printed output, that is produced by the User at the time of operation of Internet Banking is a record of the operation of internet access and shall not be construed as Bank's record of the relative transactions. The Bank's own record of transactions maintained through computer system or otherwise shall be accepted as conclusive and binding for all purposes.
- 10.4 All the transactions arising through the use of the Internet Banking to operate a joint account shall be binding on all the joint account holders, jointly and severally.
- 11. Accuracy of Information**
- 11.1 The User is responsible for the correctness of information supplied to the Bank through the use of Internet Banking or through any other means such as electronic mails or written communication. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the User.
- 11.2 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 Bank either in the application form or any other communication, he shall immediately advise Bank which will endeavor to correct the error wherever possible on a "reasonable efforts" basis.
- 11.3 If the User notices an error in the account information supplied to him through Internet Banking or by use of any of the Internet Banking services, he shall advise the Bank as soon as possible. The Bank will endeavor to correct the error promptly and adjust any interest or charges arising out of the error.
- 12. Liability of the User and BANK**
- 12.1 The User shall not be liable for any unauthorized transactions occurring through the use of Internet Banking which can be attributed to the fraudulent or negligent conduct of employee or agents of the Bank.
- 12.2 If the User has complied with the terms and advises the Bank immediately after he suspects that his User-Id or password is known to another person and/ or notices an unauthorized transaction in his Internet Banking account, he/she shall not be liable for losses arising out of the unauthorized transactions occurring in the Internet Banking accounts after the receipt of such advice by the Bank.
- 12.3 The User shall be liable for some or all losses from unauthorized transactions in the Internet Banking accounts if he/she has breached the terms or contributed or caused the loss by negligent actions such as the following:
- Keeping a written or electronic record of Internet Banking password.
 - Disclosing or failing to take all reasonable steps to prevent disclosure of the Internet Banking User-Id or password to anyone including Bank staff and/ or failing to advise the Bank of such disclosure within reasonable time.
 - Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in the Internet Banking accounts .
- 12.4 The Bank shall not be liable for any unauthorized transactions occurring through the use of Internet Banking which can be attributed to the fraudulent or negligent conduct of the User
- 12.5 The Bank shall in no circumstances be held liable to the User if Internet Banking access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error or any other reason beyond the control of the Bank.
- The grant of Internet Banking to a User is not transferable under any circumstance and shall be used only by the User.
- 12.6 Under no circumstances shall the 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, 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.
- 13. Disclaimer & Indemnity**
- 13.1 The User indemnifies and hold the Bank harmless against any loss suffered by the Bank, its customers or a third party or any claim or action brought by a third party which is in any way the result of the improper use of Internet Banking by the User. 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.
- 13.2 Except as warranted in the Terms, 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 Internet Banking.
- 13.3 Bank will not be liable for any virus that may enter the User's system as a result of the User using Internet Banking. Bank does not guarantee to the User or any other third party that Internet Banking would be virus free.
- 14. Disclosure of Information**
- 14.1 The User agrees that 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 Internet Banking as well as for analysis, credit scoring and marketing. The User also agrees that 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 recognized 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.
- 14.2 In certain circumstances BANK may not be able to disclose to the User what personal information is held about the User including where
- i. It will threaten the privacy of other individuals;
 - ii. The information relates to anticipated legal obligations;
 - iii. The information relates to anticipated legal proceedings;
 - iv. The information would reveal BANK's commercially sensitive decision making process
 - v. The law prevents BANK from disclosing the information
- 15. Change of Terms**
- 15.1 The Bank has the absolute discretion to amend or supplement any of the terms at any time and will endeavor to give prior notice of 15 days for such changes wherever feasible except for changes to interest rates and/ or other variations that are subject to market changes. The Bank may introduce new services within Internet Banking from time to time. The existence and availability of the new functions will be notified to the User as and when they become available. The changed terms and conditions applicable to the new Internet Banking services shall be communicated to the User. By using these new services, the User agrees to be bound by the terms and conditions applicable.
- 16. Non-Transferability**
- 16.1 The grant of Internet Banking to a User is not transferable under any circumstance and shall be used only by the User. The User shall not assign this agreement to anybody else.
- 17. Termination of Internet Banking**
- 17.1 The User may request for termination of the Internet Banking any time by giving a written notice of at least 15 days to Bank. The termination shall take effect on or before the completion of the fifteenth day. The User will remain responsible for any transactions made through the Internet Banking until the time of such termination.
- 17.2 Bank may withdraw or terminate the Internet 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.
- 17.3 The closure of all Internet Banking Accounts of the User will automatically terminate the Internet Banking service.
- 18. Applicability to Future Accounts**
- 18.1 BANK and the User agree that if the User opens further Accounts with/subscribes to any of the products/services of Bank or any of the Affiliates, and Bank extends the Internet 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 Internet Banking by the User
- 19. General**
- 19.1 The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause. The User shall not assign this agreement to anybody else. The Bank may sub-contract and employ agents to carry out any of its obligations under this contract. The Bank may transfer or assign its rights and obligations under this contract to any other company.
- 20. Right of Set-off and Lien**
- 20.1 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 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 Internet Banking extended to and/ or used by the User.
- 21. Proprietary Rights**
- 21.1 BANK shall make reasonable efforts to advise from time to time the Internet software such as browsers, which are required for availing of Internet Banking. There will be no obligation on Bank to support all or any versions of the Internet software as may be required for offering Internet Banking. The User acknowledges that the software underlying the Internet Banking as well as other Internet related software which are required for accessing Internet Banking is the legal property of the respective vendors. The permission given by Bank to access Internet 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 Internet Banking or create any derivative product based on the software.
- 22. Notice under these Terms and Conditions may be given by Bank and the User**
- 22.1 Notice can be electronically to the mailbox of either party and such notice will be regarded as being in writing.
- 22.2 In writing by delivering them by hand or by sending them by post to the last address given by the User and in case of Bank to the address mentioned in the heading above or any other address as informed by the Bank to the User for communication 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 mode of communication related to Internet Banking.
- 22.3 In addition Bank may also publish notices of general nature which are applicable to all Users of Internet Banking on its website www.apmaheshbank.com such notice shall have same effect as a notice served individually to each User.
- 23. Copyrights, Trademarks and Copying Materials**
- 23.1 Please note that www.apmaheshbank.com and the logo are exclusive property of BANK.
- 23.2 BANK has the license for or own all copyrights for its internet website(s) through which the User access the Internet Banking and all trademarks and other materials used on it.
- 24. Governing Law**
- 24.1 These terms and conditions and/ or the operations in the accounts of the User maintained by the Bank and/ or the use of the services provided through Internet Banking shall be governed by the laws of the Republic of India and no other nation. The User and the Bank agree to submit to the exclusive jurisdiction of the courts located in Hyderabad, Andhra Pradesh as regards any claims or matters arising under these terms and conditions.
- 24.2 The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the Internet Banking service can be accessed through internet by a User in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/ or the operations in the Internet Banking accounts of the User and/ or the use of Internet Banking.

Mahesh Mobile Banking Terms & Conditions (To be signed by all the Account holders)

IMPORTANT: Please note carefully the User's duties laid down in the Terms set out herein below. If the User commits a breach of the duties, the User may be liable for the transactions even if the User did not authorize them.

1. Definitions:

In these terms & conditions, the following terms shall have the meaning set below unless the context indicates otherwise.

'Accounts' shall mean Savings Bank/Current Account or any other type of account so maintained by the customer with The A.P. Mahesh Co-op Urban Bank Ltd., for which the facility is being offered or may be offered in future.

'Primary Account' means the main account of the customer for which the facility is being offered.

'Customer' shall mean a customer of The A.P. Mahesh Co-op Urban Bank Ltd., or any person who has applied for any product/service of The A.P. Mahesh Co-op Urban Bank Ltd.

'The A.P. Mahesh Co-op Urban Bank Ltd' refers to The A.P. Mahesh Co-op Urban Bank Ltd., a Co-operative bank registered under The Multi State Co-op Societies Act 2002 and having its Head Office at 5-3-989, Sherza Estate, N.S. Road, Osmangunj, Hyderabad - 500095. The term includes the successors and assigns of The A.P. Mahesh Co-op Urban Bank Ltd.,, and herein after for sake of brevity called **'BANK'**.

'Alerts' or 'Alert Facility' means the customized messages based on Triggers sent as Short Messaging Service (SMS) over mobile phone to the account holders on the mobile number provided by the customer.

'Alert/Push Facility' shall mean the service provided by The A.P. Mahesh Co-op Urban Bank Ltd., wherein, the customer can obtain specific information pertaining to his account on his mobile number.

'Batch Alerts' are SMS alerts such as weekly or monthly balance update etc. These alerts are sent in batches.

'Request' / 'Pull Facility' shall mean the facility through which the customer will make request about his account by sending key words through SMS to mobile phone number provided by The A.P. Mahesh Co-op Urban Bank Ltd., for the purpose.

'Mobile Phone Number' shall mean the number specified by the customer in writing either through application form provided by The A.P. Mahesh Co-op Urban Bank Ltd.,, or otherwise for the purpose of availing the facility.

'mPIN (Mobile PIN)' shall mean a secret numeric or alpha numeric password usually consisting of four characters shared between a user and a system that can be used to authenticate the user to the system

'Personal Information' shall mean the information about the customer obtained in connection with the facility.

'Triggers' means the customized triggers that are required to be set by the customer with The A.P. Mahesh Co-op Urban Bank Ltd., which shall enable The A.P. Mahesh Co-op Urban Bank Ltd.,, to send the Alerts relating to his account.

'Website Refers' to www.apmaheshbank.com or any other website as may be notified by The A.P. Mahesh Co-op Urban Bank Ltd., from time to time.

In this document all the reference to customers in masculine gender shall be deemed to include the feminine gender.

2. Applicability of Terms & Conditions

These terms & conditions together with the application made by the customer and as accepted by The A.P. Mahesh Co-op Urban Bank Ltd., shall form the contract between the customer and The A.P. Mahesh Co-op Urban Bank Ltd., and shall be further subject to such terms as The A.P. Mahesh Co-op Urban Bank Ltd., may agree with the other service providers. These terms and conditions shall be in addition to and not in derogation of the terms & conditions governing The A.P. Mahesh Co-op Urban Bank Ltd., Internet Banking and relating to any account of the customer and/or any other product or services provided by The A.P. Mahesh Co-op Urban Bank Ltd.

3. Application

The customer shall apply to The A.P. Mahesh Co-op Urban Bank Ltd., for use of the facility and/or for any changes to the options available under the facility through forms as prescribed by The A.P. Mahesh Co-op Urban Bank Ltd., from time to time. The customer shall be intimated about the activation of the service.

4. Eligible Customer

The customer desirous of using the facility should be either a sole account holder or authorized to act independently. In case of joint accounts the written mandate of other account holders authorizing the customer to use the facility would be required. All or any transactions arising from the use of facility in the joint account shall be binding on all the joint account holders, jointly and severally. An account in the name of the minor in which a minor is a joint account holder or any account where the mode of operation is joint is not eligible for the facility. In case of Partnership accounts, mandate of other partners authorizing one of the partners to use the facility would be required. In case of HUF accounts, mandate of Co-parceners authorizing Kartha of HUF to use the facility would be required. In case of Companies a resolution is required for availing the mobile banking services authorizing one of the directors to use the facility would be required.

5. Provisions under National Do Not Call Registry (NDNC)

If the customer has registered or will be registering himself under NDNC and he also wants to avail Alert facility of The A.P. Mahesh Co-op Urban Bank Ltd., he shall continue to receive alerts on his mobile and the same shall not be treated as violation of UCC (Unsolicited Commercial Communication) Regulation on the part of The A.P. Mahesh Co-op Urban Bank Ltd., The Bank will be absolved of the responsibility of any kind relating to compliance of provisions under NDNC.

6. Availability

The A.P. Mahesh Co-op Urban Bank Ltd., may at its sole discretion, discontinue the facility at any time without any prior notice.

The facility is currently available only to Resident and Non-Resident Indian customers with accounts with the Bank's branches in India. The Bank may at its discretion extend the facility to non-resident customers in respect of Mobile phones of Cellular Service Provider (CSP) rendering services within cellular circles in India.

The alerts will be sent to the customers only if the customer is within the cellular circle of the CSP or in circles forming part of the roaming GSM network agreement between such CSPs.

The access of the customer to the facility shall be restricted to customer availing the facility through mobile phone number. The instructions of the customer shall be affected only after authentication of the customer by means of the verification of the Mobile phone number and/or verification of mPIN / password allotted by The A.P. Mahesh Co-op Urban Bank Ltd., to the customer or to any other mode of verification as may be stipulated at the discretion of the Bank.

The A.P. Mahesh Co-op Urban Bank Ltd., shall endeavor to carry out the instructions promptly, however The A.P. Mahesh Co-op Urban Bank Ltd., shall not be responsible for the delay in carrying out the instructions due to any reason whatsoever, including failure of operational system or due to any requirement of law.

A mobile phone trigger may not be made by the customer or by Bank, if the account operations have been suspended for any reason whatsoever.

The customer assumes full responsibility for the security and confidentiality of his Mobile phone/Mobile phone no. and Mobile phone identification number to be used in initially gaining access to his account(s) through the use of his mobile phone/s.

7. Process

To receive alerts, the customer may submit an application in a prescribed format as applicable or by any other mode as notified by The A.P. Mahesh Co-op Urban Bank Ltd., from time to time. The customer shall be required to acquaint himself with the detailed process for using mobile alerts and The A.P. Mahesh Co-op Urban Bank Ltd., shall not be responsible for any error made by the customer while setting the triggers.

Any customer availing the facility will be provided with Alert facility and / or request facility as may be decided by The A.P. Mahesh Co-op Urban Bank Ltd., from time to time. Keywords for various information requests shall be as may be provided for from time to time including on the application forms available at The A.P. Mahesh Co-op Urban Bank Ltd., branches or on the website.

8. Setting Triggers and receiving Alerts

The A.P. Mahesh Co-op Urban Bank Ltd., will neither acknowledge receipt of any instructions or Triggers nor shall The A.P. Mahesh Co-op Urban Bank Ltd., be responsible to verify any instructions or Triggers or the Customer's mPIN or Password or Mobile Phone Number. The A.P. Mahesh Co-op Urban Bank Ltd., will endeavor to give effect to instructions and Triggers on a best effort basis and as soon as practically possible for The A.P. Mahesh Co-op Urban Bank Ltd.

The A.P. Mahesh Co-op Urban Bank Ltd., may in its discretion, not give effect to any Triggers if The A.P. Mahesh Co-op Urban Bank Ltd., has reason to believe (which decision of The A.P. Mahesh Co-op Urban Bank Ltd., shall be binding on the customer) that the Triggers are not genuine or otherwise improper or unclear or raise a doubt or in case any Triggers cannot be put into effect for any reasons whatsoever.

The customer is responsible for intimating The A.P. Mahesh Co-op Urban Bank Ltd., any change in his Mobile Phone Number.

The customer acknowledges that to receive alerts, his mobile phone number must be active and accessible. The customer acknowledges that if the customer's mobile phone number remains inaccessible for a continuous period (such period dependent upon service providers) from the time an Alert message is sent by The A.P. Mahesh Co-op Urban Bank Ltd., that particular message may not be received by the customer.

Triggers will be processed by The A.P. Mahesh Co-op Urban Bank Ltd., after receipt and The A.P. Mahesh Co-op Urban Bank Ltd., shall have the discretion to determine the time taken to process such request.

The customer acknowledges that the facilities provided are dependent on the infrastructure, connectivity and services provided by service provider engaged by The A.P. Mahesh Co-op Urban Bank Ltd.,. The Customer accepts that timelines, accuracy and readability of Alerts sent by The A.P. Mahesh Co-op Urban Bank Ltd., will depend on factors affecting other service providers engaged by The A.P. Mahesh Co-op Urban Bank Ltd.,. The A.P. Mahesh Co-op Urban Bank Ltd., shall not be liable for non-delivery or delayed delivery of alerts, error and loss or distortion in transmission of alerts to the customer.

The customer accepts that each Alert may contain certain Account information relating to the customer. The Customer authorizes The A.P. Mahesh Co-op Urban Bank Ltd., to send account related information, though not specifically requested, if The A.P. Mahesh Co-op Urban Bank Ltd., deems that the same is relevant. The A.P. Mahesh Co-op Urban Bank Ltd., shall not be held responsible for the confidentiality, secrecy and security of the personal or Account information being sent through the facility.

9. Fund Transfer Facility

The customer accepts that he will be responsible for keying in the correct details which are required to make fund transfers through the above mentioned facility, such details being specified by The A.P. Mahesh Co-op Urban Bank Ltd., from time to time. In no case, The A.P. Mahesh Co-op Urban Bank Ltd., will be held liable for any erroneous transactions arising out of or relating to the customer keying in erroneous details required to make fund transfers through the above mentioned facility.

The A.P. Mahesh Co-op Urban Bank Ltd., shall specify from time to time the upper limit that may be transferred by the customer for the above mentioned facility.

If the above mentioned facility is made available to the customer, it may be used for transfer of funds from his account to his other accounts or to other accounts belonging to third parties maintained at The A.P. Mahesh Co-op Urban Bank Ltd.,. However, this facility may be extended to other accounts maintained at any other Bank which falls under the network of Reserve Bank of India's National Electronic Fund transfer system or Real Time Gross Settlement (RTGS) system.

The liability of The A.P. Mahesh Co-op Urban Bank Ltd., shall only commence subsequent to the debit in the customer's account.

10. Authority to The A.P. Mahesh Co-op Urban Bank Ltd.,

The customer irrevocably and unconditionally authorizes The A.P. Mahesh Co-op Urban Bank Ltd., to access all his accounts for effecting banking or other transactions of the customer through the facility. The customer further authorizes The A.P. Mahesh Co-op Urban Bank Ltd., to share the Account Information with Third party for the purpose of accepting / executing request of the customers.

11. Accuracy of information

The customer undertakes to provide accurate information wherever required and shall be responsible for the correctness of information provided by him to The A.P. Mahesh Co-op Urban Bank Ltd., at all times including for the purposes of availing of the facility. The A.P. Mahesh Co-op Urban Bank Ltd., shall not be liable for consequences arising out of erroneous information supplied by the customer.

While The A.P. Mahesh Co-op Urban Bank Ltd., will take all reasonable steps to ensure the accuracy of the information supplied to the customer, The A.P. Mahesh Co-op Urban Bank Ltd., shall not be liable for any inadvertent error, which results in the providing of inaccurate information. The customer shall hold The A.P. Mahesh Co-op Urban Bank Ltd., harmless against any loss, damages etc. that may be incurred / suffered by the customer, if the information supplied to the customer turns out to be inaccurate / incorrect.

12. Disclaimer of liability.

The A.P. Mahesh Co-op Urban Bank Ltd., will not be liable for

- a) Any unauthorized use of the customer's identification number or
- b) Mobile Phone number / instrument or unauthorized access to e-mails received at his notified email address for any fraudulent duplicate or erroneous instructions / triggers given by use of the same.
- c) Acting in good faith on any instructions / triggers received by the Bank
- d) Error, default, delay or liability of the bank to act on all or any of the instructions / triggers
- e) Loss of any information / instructions / alerts in transmission
- f) Unauthorized access by any other person to any information / instructions / triggers given by the customer or breach of confidentiality.

The A.P. Mahesh Co-op Urban Bank Ltd., shall not be concerned with any dispute that may arise between the customer, the Cellular Service Provider (CSP) and any other party and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each alert.

The A.P. Mahesh Co-op Urban Bank Ltd., shall not be held liable in the event that the mobile phone company / mobile phone service provider fails, for any reason whatsoever, to reload the prepaid airtime of the customer. The customer agrees that any complaint in connection with the reload service shall be referred to and addressed by the mobile phone company / service provider.

13. Indemnity

In consideration of The A.P. Mahesh Co-op Urban Bank Ltd., providing the facility, the customer agrees to indemnify and keep safe, harmless and indemnified The A.P. Mahesh Co-op Urban Bank Ltd., from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever The A.P. Mahesh Co-op Urban Bank Ltd., may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by use of the facility.

The customer hold The A.P. Mahesh Co-op Urban Bank Ltd., its affiliates, harmless against any loss incurred by the customer due to failure to provide the services offered under the facility or any delay in providing the services due to any failure or discrepancy in the network of the cellular service provider.

The Customer agrees to indemnify and hold The A.P. Mahesh Co-op Urban Bank Ltd., harmless for any losses occurring as a result of

- i) The customer permitting any third parties to use the facility.
- ii) The customer permitting any other person to have access to his mobile phone or as a consequence of leaving the mobile phone unattended or loss of mobile phone.

14. Fees

As an introductory offer, the facility is currently being made available by the Bank to the customers free of cost. However, The A.P. Mahesh Co-op Urban Bank Ltd., has the absolute discretion to amend the fees at any time and will endeavor to give prior notice by letter or by displaying on the website or by any other means depending upon the discretion of The A.P. Mahesh Co-op Urban Bank Ltd.,, whichever feasible.

15. Modification

The A.P. Mahesh Co-op Urban Bank Ltd., has the absolute discretion to amend or supplement any of the terms and conditions at any time and will endeavor to give prior notice of 15 days by letter or by displaying on the website depending upon the discretion of The A.P. Mahesh Co-op Urban Bank Ltd.,, whichever feasible, and such amended terms and conditions will thereupon apply to and be binding on the customer

16. Termination

The customer may request for termination of the facility any time by giving a written notice of at least 15 days to The A.P. Mahesh Co-op Urban Bank Ltd.,. The said period of 15 days should be reckoned from the date of receipt of the notice by the bank. The customer will remain responsible for any transactions made through his mobile phone number through the facility prior to the time of such cancellation of facility. The A.P. Mahesh Co-op Urban Bank Ltd., may at its discretion, withdraw temporarily or terminate the facility, either wholly or in part, at any time. The A.P. Mahesh Co-op Urban Bank Ltd., may without prior notice suspend temporarily the facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which requires the temporary suspension of the facility. The A.P. Mahesh Co-op Urban Bank Ltd., shall endeavor to give a reasonable notice for withdrawal or termination of the facility.

The closure of all Accounts of the customer will automatically terminate the facility.

17. General

The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause. The User shall not assign this agreement to anybody else. The Bank may sub-contract and employ agents to carry out any of its obligations under this contract. The Bank may transfer or assign its rights and obligations under this contract to any other company.

18. Governing Law

Any dispute or differences arising out of or in connection with the facility shall be subject to the exclusive jurisdiction of the Courts of Hyderabad, Andhra Pradesh.