



Baroda M-Connect Plus UK Mobile Banking Services Terms and Conditions

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Mobile Banking Application

Baroda M-Connect Plus UK Terms and Conditions

1. Glossary of Terms

“**Mobile Banking App**” or “**Application**” or “**App**” or “**Baroda M-Connect Plus UK**” or “**Baroda M-Connect + UK**” or “**M-Connect Plus UK**” or “**Mconnect Plus UK**” or “**Baroda Mconnect Plus UK**” means the Bank of Baroda (UK) Limited mobile banking application, Baroda MConnect Plus UK Version 1.0.2 (or any subsequent version) which can be downloaded to any mobile device which runs an operating system supported by us, through which you can access some of our Online Banking service.

“**Application Form**” means the application form for registration and de-registration for the Baroda MConnect Plus UK service and for requesting MPIN and relinking Accounts

“**Account/s**” means any account/s at the Bank which has been registered for use via Baroda M-Connect Plus UK

“**MPIN**” means Personal Identification Number (transaction PIN) for the mobile banking facility

“**Application PIN**” means the Personal Identification Number for opening the mobile banking facility in the mobile device

“**Bank**” means Bank of Baroda (UK) Limited

“**Facility**” means mobile banking facility provided to you

“**Mobile Phone number**” means UK mobile number that has been given by you to register for the Facility

“**Base Branch**” Branch where the you are maintaining your primary account

“**Online Banking**” means the Bank of Baroda (UK) Limited online banking service available via www.bankofbarodauk.com

“**Self Linked Accounts**” means the accounts held by the same customer with Bank of Baroda (UK) Limited

“**Third Party within Bank**” means the accounts held by different customers with Bank of Baroda (UK) Limited

“**Rapid funds to India**” means the service provided by Bank of Baroda (UK) Limited to its customers ‘For Rupee remittance to India’

“**You**”, “**Your**” and “**yours**” or “**Customer**” mean each person who is named as the Account holder with us and downloaded the Mobile Banking App.

“**We**”, “**us**” and “**our**” mean Bank of Baroda (UK) Limited and any agents we appoint to provide all or part of the Mobile Banking App

2. Important Notes in Our Terms and Conditions That You Should Be Particularly Aware Of:

Security

You should make sure **you** keep **your** mobile device or tablet and the security details you use to log on to the Mobile Banking App safe and secure. **You** must let us know as soon as possible if these are lost or stolen. **You** may be responsible for unauthorised payments made from your Accounts if you have not kept your mobile telephone or tablet and your security

details safe. For full terms and conditions about the security please see clause 9.

Charges

We do not charge for the App. However, your mobile network operator may charge **you** to access the App and these charges may vary if you access the App when abroad. You are responsible for these charges. For full terms and conditions about the charges please see clause 6.

Suspension of the Mobile Banking Application - Baroda MConnect Plus UK

We can suspend the App in a limited number of situations, for example, for security reasons or because we suspect the App has been used fraudulently or in an unauthorised way. **We** will try to tell **you** in advance but may not always be able to. For full details about suspension please see clause 16.

Changing the Mobile Banking Application Terms

We can change these Mobile Banking Application Baroda MConnect Plus UK Terms, including our charges. If we decide to make any changes to these Terms we will give you 60 calendar days' notice of the change. If we make any changes to these Terms which do not disadvantage **you**, We may make the changes immediately and tell you about them within 60 calendar days of having done so. For full Terms and Conditions about changing the Mobile Banking Application Terms please see clause 12.

3. Applicability of Terms and Conditions

3.1 Our agreement with **you** to provide **you** with Baroda MConnect Plus UK mobile banking services consists of:

- ✓ These Baroda MConnect Plus UK Terms **and Conditions (Terms)**;
- ✓ Our Internet Banking Service **Terms and Conditions**;
- ✓ Any other Specific **Terms and Conditions** which apply to the **Accounts you** hold with **us** and access using **our** Internet Banking Service;
- ✓ Our Privacy Policy;
- ✓ **Our** General **Terms and Conditions**; and
- ✓ **Our** Application Form signed by **you**.

3.2 Where there are inconsistencies between the General Terms and Conditions, various other Specific Terms and Conditions stated above and these Terms, then the Terms will prevail to the extent of the inconsistency, as these contain customized particulars relating to **Baroda MConnect Plus UK** Facility.

4. General Business Rules Governing Baroda MConnect Plus UK App

The following business rules will apply to the Facility being offered by the Bank:

4.1. The Facility will be initially available to retail customers having an active GBP Savings/ GBP current account and UK mobile number registered with the Bank.

4.1.1. Eligible Account and mode of operation type for mobile banking services and rights available:

Account Type	Constitution	Mode of Operation	Rights
Savings (SB) with Scheme Code: SB101, SB112 & SB111	Individuals	Self, Either (or) Survivor (or) Proprietor (or) Sole Trader	View +Transaction (Debit, Credit)
Current (CA) with Scheme Code: CA101	Individuals, Sole Trader / Sole proprietorship	Self, Either or Survivor (or) Proprietor (or) Sole Trader	View +Transaction (Debit, Credit)

- 4.1.2. Following accounts are not eligible for availing **Baroda MConnect Plus UK**: Partnership Accounts, Companies Accounts and Joint Accounts with mode of operation other than E (or) S (available only to the primary account holder at present).
- 4.2. Customers registered under mobile banking will be given both enquiry services and transaction rights as part of the Facility.
- 4.3. Transaction **MPIN** will be communicated to **you** through a SMS on **your** registered mobile number. The **Application PIN** will be set by **you**.
- 4.4. You will be allowed to make account balance enquiries, mini account statement, perform fund transfer to Self Linked Accounts and to Third Party within Bank. Further new functionalities may be added as decided by the Bank.
- 4.5. At present this Facility can be used for fund transfers within the Bank, however in future, the Bank may also add facilities like Inter Bank Fund Transfer (like BACS, CHAPS and Faster Payments) in GBP and Rupee Remittance to India.
- 4.6. **Baroda MConnect Plus UK** uses OTP to verify the mobile number of the customer.
- 4.7. The Bank will validate transaction MPIN before any transaction of mobile banking.
- 4.8. Process for registration for mobile banking:
 - 4.8.1. **You** can register for Baroda MConnect Plus UK with the branch and install the Application on the registered mobile number;
 - 4.8.2. **You** can download the application from Google Play Store (Android user) and App store (iOS users) by searching with key word Baroda MConnect Plus;
 - 4.8.3. Once the Application has been downloaded from Play Store / App Store, **you** need to follow the below steps:
 - 4.8.3.1. Step 1: Choose the desired language from the list (At present App is available only in English);
 - 4.8.3.2. Step 2: Enter your 10-digit registered Mobile Phone number;
 - ✓ For dual SIM, please keep the default SIM as the one which is registered with Bank of Baroda (UK) Limited
 - ✓ The App will send an SMS from your handset to verify your mobile number registered with Bank of Baroda (UK) Limited.
 - ✓ Standard SMS charges will be applied
 - 4.8.3.3. Step 3: A 6-digit OTP (One Time Password) will be sent on your registered Mobile Phone number;
 - 4.8.3.4. Step 4: Enter the 6-digit OTP and click on proceed;
 - 4.8.3.5. Step 5: After successful validation of OTP you will get MPIN as an SMS message;
 - 4.8.3.6. Step 6: **You** must set Application PIN, as a 4-digit numeric PIN to access the App every time you log; in
 - 4.8.3.7. Step 7: **You** must accept the Terms displayed on the Mobile Banking App at the time of first login;
 - 4.8.3.8. Step: 8: **You** must change your **MPIN** received through SMS during the first login to mobile banking services of **the Bank**;
 - 4.8.3.9. Step 9: Enter the 4-digit Application PIN to enter the App and **MPIN** to undertake any transactions.
- 4.9. Fund Transfer Facilities proposed to provide through Baroda MConnect Plus UK and the

upper limit for transactions in GBP:

- 4.9.1. **Self Linked Account-** To transfer funds between **your** two Accounts (GBP only);
- 4.9.2. **Third Party within Bank-** To transfer funds from **your** Account to the Account of another account holder of the **Bank**;
- 4.9.3. **Inter Bank Fund Transfer –** To interbank transfer of funds through BACS, CHAPS and Faster Payments (**You** will be notified through website or text message, when the facility is made available);
- 4.9.4. **Rupee Remittance to India-** To remit Rupees to India from **your** GBP account (Will be provided in due course and customers will be notified through website, when the facility is made available for customers);

4.9.5. Upper Limit for Transactions in GBP:

Fund transfer limits in Baroda MConnect Plus UK	Self Linked A/c.	Third Party within Bank of Baroda (UK) Limited	BACS/ CHAPS/Faster Payments	Remittance to India
Per Transaction	2000	2000	1000	2000
Daily	5000	5000	2500	2000
Weekly	25000	25000	10000	6000
Monthly	100000	100000	40000	6000
Yearly	130000	130000	100000	40000

- 4.10. Entering wrong MPIN three times will block the Facility for the day and two such consecutive blockages will de-activate the Facility. Customer would then be required to re-register for the Facility as per the procedure laid down for the same. Please contact your Base Branch immediately if you wish to re-register with the Facility.
- 4.11. Any change in the business rules of any of the processes will be notified on the Bank's website www.bankofbarodauk.com, which will be construed as sufficient notice to **you**.
- 4.12. Accounts where mode of operation is "joint" as also accounts in the name of minor below the age of 11 years or where minor is a joint account holder are not eligible for Baroda MConnect Plus UK.
- 4.13. Bank reserves the right to reject **your** application for Baroda MConnect without assigning any reasons.
- 4.14. Bank shall cancel the registration if the Facility has not been accessed by **you** for three months or more after registration.
- 4.15. If the Facility has not been accessed after activation for six months or more, **your** registration will be cancelled.
- 4.16. The Facility may be suspended for any maintenance or repair work, for any breakdown in the hardware/ software for Baroda MConnect Plus UK or any emergency or security reasons without prior notice and the Bank shall not be responsible if such an action has to be taken for reasons of security or emergency or for reasons beyond the Bank's reasonable control.
- 4.17. To make sure you always have access to the App and Online Banking, you should keep your App updated.
- 4.18. Loss or Change of Mobile Phone number:
 - 4.18.1. It is also a condition of the **Baroda MConnect Plus UK** that **users** must have a mobile telephone capable of receiving text messages from **us**;
 - 4.18.2. If:
 - 4.18.2.1. **You** change **your** Mobile Phone number; **you** must tell **your Account** maintaining branch as soon as reasonably possible where **we** will update **our** records immediately. **You** will not be able to access the **Baroda MConnect Plus UK**, until **we** have received **your** correct

Mobile Phone number in the prescribed application or request and have updated **our** systems with the new number;

4.18.2.2. **You** lose mobile phone, it is stolen, or **you** suspect it is being used without **your** permission, **you** must tell **us** immediately and **we** may suspend **your** use of Baroda **MConnect Plus UK** until the matter has been resolved.

4.19. **We** will not be liable for any unauthorised accesses to **your Account** information, using the **Baroda MConnect Plus UK** prior to **you** informing **us** in a manner described in [4.18.2.1] & [4.18.2.2] or if:

4.19.1 **You** or a **user** have acted fraudulently; or

4.19.2 have acted with intent or with gross negligence in failing to keep **your MPIN** and other information safe.

4.20. Please read these **Terms and Conditions** and keep a copy of them in a safe place for **your** future reference. **We** can provide **you** with additional or up to date copies of these **Terms and Conditions** (and any other documents which form part of the contract between **you** and **us**) on request.

5. Usage of Facility

5.1 By accepting the Terms and Conditions on the mobile device while registering for the Facility, you:

5.1.1. Agree to use the Baroda MConnect Plus UK for financial and non-financial transactions offered by the Bank from time to time;

5.1.2. Irrevocably authorise the Bank to debit the Account which have been enabled for Baroda MConnect Plus for all transactions / services undertaken using **MPIN**;

5.1.3. Authorise the Bank to map the Account number, Customer ID and Mobile Phone number for the smooth operation of Baroda MConnect Plus UK 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;

5.1.4. Agree that **you** are aware and accept that Facility offered by the Bank will enable you to transact using **MPIN** within the limit prescribed by the Bank and the transaction being bonafide will not be disputed;

5.1.5. Agree that transactions originated using the mobile device are irrevocable as these are instantaneous / in real time;

5.1.6. Understand and explicitly agree that the Bank has the absolute and unfettered right to revise the prescribed ceilings for funds transfer from time to time which will be binding upon **you**;

5.1.7. Agree to use the Facility on a mobile phone properly and validly registered in your name only with a mobile service provider and undertake to use the Facility only through the Mobile Phone number which has been given to register for the Facility;

5.1.8. Agree that the **Bank** is authenticating **you** by **your** Mobile Phone number and MPIN provided by **you** and that such authentication would be sufficient for protection of **your** transactions.

5.1.9. Agree that the Baroda MConnect Plus UK is provided "as is" with no representation, guarantee or agreement of any kind as to its functionality. Bank cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device. Bank will not be responsible for any loss you may incur as a result of this.

5.2. **You** are solely responsible for maintenance of the secrecy and confidentiality of the **MPIN**

without any liability to the Bank.

- 5.3. The Bank at its discretion may adopt other authentication of electronic records and the same will be acceptable and binding on **you**.

6. Fee Structure for the Facility

At present, the Bank does not charge any fee for offering this Baroda MConnect Plus UK facility. The Bank reserves the right to charge **you** a fee for the use of the services provided under the Facility and change the fee structure at its discretion. Display of such charges on the Bank's website would serve as sufficient notice and the same will be binding on **you**.

7. Accuracy of Information

- 7.1. It is **your** responsibility to provide correct information to the Bank through the use of the Facility or any other method.
- 7.2. In case of any discrepancy in the information, **you** understand that the Bank will not be in any way be responsible for action taken based on the information.
- 7.3. Bank will endeavour to correct any error within reasonable time wherever possible, if you report such error in the information.
- 7.4. **You** understand that the Bank will make reasonable efforts to provide accurate information and will not be liable in any way, including any loss/ damage suffered as a consequence, for any failure to ensure the accuracy of the information, in part or in full, due to abnormal and unforeseen circumstances beyond our control.

8. Responsibility and Availability of Service

- 8.1. We will take reasonable steps to ensure that email and other transmissions being exchanged over the internet remain confidential and are not interfered with. However, we cannot guarantee the privacy, confidentiality or non-interference of any information being exchanged over the internet while using our mobile banking service.
- 8.2. It shall be our endeavour to carry out your instructions promptly. However, we shall not be responsible for any loss or damage suffered due to any delay or failure in carrying out the instructions for any reason beyond our control such as war, riots (or threats of war, riots), governmental or court orders.
- 8.3. We will make reasonable efforts to inform you, through flash message in the App or the Website or by sending a text message to your registered mobile number, in case the mobile banking service is not available.
- 8.4. While we make reasonable efforts to provide the Application services, we will not be liable for any failure to provide those services, in part or in full, due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite our efforts to the contrary. This includes any phone network failures or, in the case of mobile networks, where you are not in an area of mobile coverage.
- 8.5. The Mobile Banking App is provided "as is" with no representation, guarantee or agreement of any kind as to its functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device. We are not responsible for any loss you may incur as a result of this.

9. Security, Responsibilities and Obligation of the Customer, What to do if there is Breach of Security, Unauthorized Transactions

- 9.1. The Mobile Banking Application may only be installed and used by customers of Bank of Baroda (UK) Limited.
- 9.2. **You** will be responsible for all transactions, including fraudulent/erroneous transactions made through the use of **your** mobile device, SIM card and MPIN, regardless of whether such transactions are in fact entered into or authorized by **you** or not and **you** will be responsible for the loss/damage, if any suffered.
- 9.3. You must take all steps possible to ensure that your mobile phone is not shared with anyone and shall take immediate action to de- register from Baroda MConnect Plus UK as per procedure laid down in case of misuse/ theft/loss of the mobile phone or SIM card.

- 9.4. You will use the services offered under the Facility using the MPIN in accordance with the procedure as laid down by the Bank from time to time.
- 9.5. You must keep the Application PIN and MPIN confidential and must not disclose these to any other person or must not record them in a way that would compromise the security of the services.
- 9.6. In case **you** suspect any unauthorised access to the mobile banking service or misuse of the MPIN or unauthorised transaction or instruction in your Account:
 - 9.6.1 You must inform us immediately; you can call us on respective branch contact number or you can email us on respective branch email where you are maintaining your primary Account; the contact details of our branches are published in our website at <https://www.bankofbarodauk.com/locate-us.htm>
 - 9.6.2 You must also change your MPIN immediately to one you have not used before;
 - 9.6.3 **You** must assist us and the police in our efforts to recover any losses, **we** may disclose information about you or your Account to the police or other third parties (as permitted under law) if we believe it will help prevent or recover losses.
- 9.7. You are responsible for making sure information either stored or shown on your device is kept safe and secure.
- 9.8. It will be your responsibility to notify the Bank immediately if you suspect the misuse of the MPIN by calling us on respective branch contact number or by sending an email on respective branch email where you are maintaining your primary Account. You will also immediately initiate the necessary steps to change his MPIN. The contact details of our branches are published in our website at <https://www.bankofbarodauk.com/locate-us.htm>
- 9.9. If the mobile phone or SIM is lost, you must immediately take action to de-register from Baroda MConnect Plus UK at Base Branch of the primary Account enabled for Baroda MConnect Plus UK.
- 9.10. You must advise us if you change your Mobile Phone number or email address.
- 9.11. You accept that any valid transaction originating from the Customer ID and / or registered Mobile Phone number shall be assumed to have been initiated by you and any transaction authorised by the MPIN is duly and legally authorised by you.
- 9.12. You must keep yourself updated with regard to any information/ modification relating to the services offered under the Facility which would be publicized on the website and at the branches and would be responsible for the same.
- 9.13. You will solely be responsible and liable for any loss suffered due to any breach of the Terms and Conditions contained herein or any loss contributed or caused by negligent actions or a failure to advise the Bank immediately about any unauthorized access to the Account.
- 9.14. You 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 device through which the Facility is availed and the Bank does not accept/ acknowledge any responsibility in this regard.
- 9.15. Bank shall not accept any "Stop Payment" instructions, once the transaction amount and the beneficiary Account are keyed in and authorized by the Customer.
- 9.16. You are advised to be prudent in downloading content through Bluetooth and ensure that proper anti-virus software is used from time to time to remove malware residing in your device. You must follow all security measures provided to you by the manufacturer of your mobile device operating system that apply to your use of the Baroda MConnect Plus UK or your mobile device (although you should never disclose your security details to them or information about your accounts with the Bank).
- 9.17. To use the Mobile Banking App, you must have access to the internet. You must be registered for mobile banking services to be able to use the Mobile Banking App. The Mobile Banking App is compatible with iOS and Android mobile operating systems only.

- 9.18. You should not leave the device you are using to access the mobile banking services unattended while you are logged on to the Mobile Banking App. You should log off the from the App at the end of each session. For your security, the session will be timed out if left idle for 5 minutes after logging in.
- 9.19. After registration, you can log on to the Mobile Banking App after verification of your mobile number through OTP and by entering the set Application PIN. We may notify you from time to time about changes in the security information we require.
- 9.20. You must not use the Mobile Banking App on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been “jail-broken” or “rooted”. A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval and there is unrestricted access to your mobile devices entire file system.
- 9.21. After initial registration we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. Additionally, you must report any such requests to us immediately.
- 9.22. You will be responsible for all instructions given by you or anyone acting with your authority between the time you log on to the Mobile Banking App until you log off the Mobile Banking App.
- 9.23. You are responsible for making sure information shown or stored on your mobile phone is kept secure.
- 9.24. The functionality of the Mobile Banking App is dependent on the software installed on your mobile device and its hardware configuration. Due to this we cannot make a representation or guarantee its functionality. We cannot guarantee that no viruses will be transmitted or that no damage will occur to your mobile device. We are not responsible for any loss you may incur as a result of this.
- 9.25. We are responsible for the Mobile Banking App and its content. Apple Inc., or Google Inc., do not have any responsibilities or obligations to you in relation to the Mobile Banking App and will not provide any maintenance and support services for the Mobile Banking App.
- 9.26. You must ensure that the mobile banking services are used strictly as per the Terms and Conditions and are not used for any illegal purposes.
- 9.27. You must keep your mobile device secure and security details (like MPIN, Application PIN) secret and take steps to prevent unauthorised or fraudulent use of them. You must close the Mobile Banking App if you are not using it.
- 9.28. Such security measures include the following:
- 9.28.1 Never write or otherwise record the MPIN in a way that can be understood by someone else;
 - 9.28.2 Never reveal the MPIN to someone else including our staff;
 - 9.28.3 Destroy any advice from us concerning your MPIN immediately after receipt;
 - 9.28.4 Avoid using a MPIN that may be easy to guess (which can include date of birth, a passcode, etc.);
 - 9.28.5 Never record the MPIN on any software which creates automatic backups of data;
 - 9.28.6 Treat emails you receive with caution and be wary of emails or calls asking you to reveal your personal security details. We will never contact you to ask for your MPIN.

10. Things You Must Not Do

- 10.1. **You** must not copy or reproduce all or any part of the Mobile Banking App.
- 10.2. **You** must not alter, modify or adapt all or any part of the Mobile Banking App.

- 10.3. **You** must not remove or tamper with any copyright notice attached to or contained within the Mobile Banking App. All ownership in the Mobile Banking App remains with us.
- 10.4. **You** must not carry out reverse engineering of the Mobile Banking App.

11. Abnormal and Unforeseen Circumstances

- 11.1. **We** are not responsible if we do not comply with any of the App Terms:
 - 11.1.1. Due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary, this is including but not limited to, any phone network failures or, in the case of mobile networks any deficiency in the mobile banking services arising due to limited area of mobile network coverage; or
 - 11.1.2. Where our failure to comply is due to our obligations under European or national law.

12. Changes to the Terms & Conditions

- 12.1. **We** may from time to time vary these **Terms** for the following reasons:
 - 12.1.1 If the change is favorable to **you**;
 - 12.1.2 To comply with our legal obligations;
 - 12.1.3 To reflect changes in general banking practice;
 - 12.1.4 To reflect regulatory changes;
 - 12.1.5 Where required to do so, or to reflect a decision or recommendation as the result of any ruling by a competent court or other law enforcing body; or
 - 12.1.6 To reflect changes in costs associated with the relevant technology, the costs we pay to others in relation to the Baroda MConnect Plus UK and/or our costs in providing the Mobile Banking Service.
- 12.2. **We** will tell **you** about any changes to these **Terms** and when they come into effect by sending a notice with **your** statement, by writing to **you** by post, email or sending **you** a message in the secure area of **Online Banking or Mobile Banking Application**. The updated Terms and Conditions will also be uploaded on our Website.
- 12.3. **If we** decide to make any changes to these **Terms**, **we** will give **you** 60 calendar days' notice of the change. If **we** make any changes to these **Terms** which do not disadvantage **you**, **we** may make the changes immediately and tell **you** about them within -60- calendar days of having done so.
- 12.4. If the changes are not to your advantage, you may wish to terminate your use of our mobile banking service. For further information on how to terminate these Terms and the consequences of doing so, please see clause no. [17] of these Terms.
- 12.5. We may change these Terms and Conditions, including our charges, for valid reasons such as changes in market conditions, the cost of providing service to you, legal or regulatory requirements affecting us or any development of our systems or processes. If we believe any term is not clear, we may modify it to make it simple and clear without altering the meaning.

13. Miscellaneous

- 13.1. **You** shall be required to acquaint yourself with the process for using the Facility and that **you** shall be responsible for any error made while using the Facility
- 13.2. The **Bank** reserves the right to decide what services may be offered. Additions/ deletions to the services offered under the Facility are at the Bank's sole discretion.
- 13.3. Your instruction shall be effected only after authentication under **your** Application PIN and **MPIN** or through any other mode of verification as may be stipulated at the discretion of the Bank.

- 13.4. While it shall be the endeavor of the **Bank** to carry out the instructions received from you 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. **You** expressly authorise the Bank to access **your** Account information required for offering the services under the Facility and to share the information regarding **your** Accounts with the service provider/ third party as may be required to provide the services under the Facility.
- 13.5. 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.
- 13.6. You hereby authorise 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.
- 13.7. You understand that the Bank may send rejection or cannot process the request messages for the service request(s) sent by you which could not be executed for any reason.
- 13.8. The Bank shall make all reasonable efforts to ensure that your information is kept confidential but shall not be responsible for any inadvertent divulgence or leakage of your information for reasons beyond its control or by action of any third party.
- 13.9. You expressly authorise the Bank to carry out all requests/ transactions purporting to have been received from your mobile phone and authenticated with your MPIN. All payment transactions, initiated from your mobile phone using your MPIN, will be treated bonafide expressly authorizing the Bank to make the payment.
- 13.10. It is the responsibility of the Customer to advise the Bank of any change in his Mobile Phone number or loss/ theft of mobile phone by adopting the procedure laid down by the Bank for the purpose. Please contact your Base Branch for further information.
- 13.11. **Your** mobile network operator may levy charges for each SMS / GPRS, and the Bank is not liable for any dispute that may arise between telecom service provider and **you**.
- 13.12. If any part of the App Terms becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining App Terms.
- 13.13. If we allow you some extra time to meet your obligations in these App Terms and Conditions or do not use some of our rights, this does not mean that we will do so again.
- 13.14. We can transfer all or some of our rights under these App Terms and Conditions to someone else. You cannot transfer any of your rights and obligations under these App Terms and Conditions to anyone else.

14. Disclaimer

- 14.1. The Bank, when acting in good faith, shall be absolved of any liability in case:
 - 14.1.1. The Bank is unable to receive or execute any of **your request** or there is loss of information during processing or transmission or any unauthorised access by any other person or breach of confidentiality due to reasons beyond the control of the Bank;
 - 14.1.2. There is any kind of loss, direct or indirect, incurred by **you** or any other person due to any failure or lapse in the Facility which are beyond the control of the Bank;
 - 14.1.3. 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;

14.1.4. 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.

14.2. 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 **you** 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 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 held by **you** 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.

14.3. The Bank will not be responsible if Bank's Mobile Banking Application is not compatible with/ does not work on the mobile handset held by **you**.

15. Indemnity

In consideration of the Bank providing the facility, **you** agree 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 hereto. **You** shall indemnify the Bank for unauthorized access by any third party to any information/instructions/triggers given by **you** or breach of confidentiality.

16. Suspension of the Mobile Banking App

16.1. We can, at any time, suspend your use of the Mobile Banking App. We will do this if we think it is reasonably necessary because:

16.1.1. We have concerns about the security of the Mobile Banking App; or

16.1.2. We suspect that your Mobile Banking App has been used fraudulently or in an unauthorised way; or

16.1.3. There is a significantly increased risk that you will be unable to repay any overdraft on any of your Accounts; or

16.1.4. There are UK legal obligations we must meet.

16.2. We will usually give you advance notice of any suspension and tell you why. However, we will not do so if this would compromise our reasonable security measures or it is unlawful to do this. Occasionally we may not be able to contact you to give you advance notice.

16.3. If you have entered incorrect log on details on several occasions, we will suspend your access to the Mobile Banking App. If this happens, you can reset your log on details by giving a request at the account holding Branch.

17. Cancelling and Terminating the Mobile Banking App

17.1 The mobile banking services offered under the Facility will be automatically terminated if the primary Account linked for the mobile banking services is closed. You will remain responsible for any transactions made through the mobile banking service until the time of such termination.

17.2 You can end this mobile banking services at any time by contacting us by telephone or in branch. You should also delete the Mobile Banking App from your mobile device.

17.3 We can end this mobile banking services with you immediately in the following situations without prior notice:

- 17.3.1 On your death and when it brought to the notice of the Bank; or
- 17.3.2 when we are prohibited by law or an order by a court or Authority; or
- 17.3.3 If you have not used the Mobile Banking App for 6 months you will have to re-register in order to use the Mobile Banking App again; or
- 17.3.4 If you have seriously or persistently broken any of the App Terms or any of the terms and conditions applicable to other services offered by the Bank including where:
 - 17.3.4.1.1 you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an Account, service or money illegally; or
 - 17.3.4.1.2 your Account is, or we reasonably suspect your Account is, being used for an illegal purpose; or
 - 17.3.4.1.3 you are, or we reasonably suspect you may be, acting fraudulently; or
 - 17.3.4.1.4 you act in an unacceptable way, for example you act in a threatening or violent manner towards staff; or
 - 17.3.4.1.5 you were not entitled to download the App; or
 - 17.3.4.1.6 we have demanded that you repay an overdrawn balance on your Account to us and you fail to do so; or
 - 17.3.4.1.7 we have reasonable grounds to suspect that your security details have not been kept safe; or
 - 17.3.4.1.8 we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your Account; or
 - 17.3.4.1.9 you have not satisfied any anti-money laundering requirements; or
 - 17.3.4.1.10 If we reasonably consider that by continuing the provision of Facility, we may break a legal requirement or a court order or other authority; or we are or may be exposed to action from any government or regulator.
- 17.3.5 There has been or we suspect there has been fraud involving any of your Accounts or any transactions on any of your Accounts with Bank of Baroda (UK) Limited; or
- 17.3.6 If there has been or we suspect there has been suspicious activity on your account; or
- 17.3.7 We have reasonable grounds to suspect unauthorised or fraudulent use of your security details; or
- 17.3.8 If the Mobile Banking App is withdrawn by the manufacturer of your mobile device operating system or, any intermediary; or
- 17.3.9 If we stop supporting the Mobile Banking App on your mobile device or the operating system it runs.
- 17.4 We will notify you personally immediately after we have terminated this licence under which you will be using the App. This can include SMS, a message when you log onto the App, by post, by email, by secure e-message, by a message on your statement, or in any other way that will be sent to you individually.
- 17.5 We may end this licence for any other reason by giving you at least -60- days personal notice.

17.6 Upon termination of this licence for any reason:

- 17.6.1 you must remove the Mobile Banking App from your mobile device; and
- 17.6.2 destroy all copies of the Mobile Banking App including all components of it in your possession; and
- 17.6.3 all rights you have in respect of the Mobile Banking App will immediately end.

17.7 You must delete the Mobile Banking App from your mobile device before you change your mobile device or dispose of it.

18. Information About Us

18.1 Bank of Baroda (UK) Limited provides financial services as its business. We are incorporated in England and Wales and are established at 32, City Road, London EC1Y 2BD which is our registered office.

18.2 If you want to contact us with a general enquiry please call the applicable Base Branch the contact details of the branches are provided on our website <https://www.bankofbarodauk.com>

18.3 To help us continually improve our services and in the interests of security we may monitor and/ or record your telephone calls with us. All lines are open 24 hours unless otherwise stated.

19. Our Regulators

Bank of Baroda (UK) Limited is established in the UK with company number 10826803 and registered at **32 City Road, London, EC1Y 2BD**. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 768016. You can check our details online on the **FCA's** website by visiting <http://www.fca.gov.uk>

20. General Information

- 20.1. We do not currently charge for using our **Baroda MConnect Plus UK**. We may introduce a charge for our **Baroda MConnect Plus UK** in the future.
- 20.2. All notices given to you under these **Terms** (including any changes to these **Terms**) will be given to you personally and this may include by post or email or text message or by displaying a message on our Mobile Banking App when you are using or by sending you a message via **Online Banking**.
- 20.3. If any part of these **Terms** proves to be unenforceable in any way, the remainder of these **Terms** will be unaffected and will remain valid. We may not always strictly enforce our rights under these **Terms and Conditions**. If we do this, it will just be a temporary measure and we may enforce our rights strictly again.
- 20.4. These **Terms** are governed by the laws of England and Wales and shall be subject to the jurisdiction of the courts in London.
- 20.5. These **Terms** are in English and all communications between us and you will be in English.
- 20.6. There may be other costs or taxes imposed by and payable to third parties in connection with your use of the "**Baroda MConnect Plus UK**" mobile banking facility, for example your mobile service provider.
- 20.7. Copyright in the pages, screens, information, and all material in their arrangement, included in the App is owned by or licensed to us or Bank of Baroda (UK) Limited and / or Bank of Baroda Group unless otherwise noted.
- 20.8. At present this Facility is made available for fund transfers within the Bank, however in

future Bank may add facilities of Inter Bank Fund Transfer (like BACS, CHAPS and Faster Payments) in GBP and Rupee remittance to India.

21. Help or Assistance

- 21.1. If you want to learn more about the App or the Facility or have any problems using them, you can write or contact the Account maintaining branch. Email IDs of branches are available on our website <https://www.bankofbarodauk.com>
- 21.2. Contacting us (including with complaints): If you think the App or the Facility are faulty or misdescribed or wish to contact us for any other reason please contact the Base Branch by email or call them on the numbers available on the Bank's website. We will investigate the situation and, if necessary, set about putting matters right as quickly as possible. Where appropriate we will also take steps to prevent a recurrence. However, if you remain dissatisfied and would like further information about our process for resolving complaints, please ask the local manager at your Base Branch. You may be able to refer your complaint to the Financial Ombudsman Service at Exchange Tower London E14 9GE.