

Baroda mPassbook Service Terms and Conditions

Introduction to our Baroda mPassbook Service

1. Our agreement with You to provide you with Internet Banking Services consists of:

- 1.1. These Baroda **mPassbook** Service Terms and Conditions (**Terms**);
- 1.2. any other Specific Terms and Conditions which apply to the Accounts **You** hold with **us**
- 1.3. and access using our Internet Banking Service;
- 1.4. our General Terms and Conditions; and
- 1.5. our Application Form signed by **you**.

The words and phrases used in bold in these Terms have the same meanings as those shown in section 1 of our General Terms and Conditions. In addition, the following words and phrases are also printed in bold type in these Terms as they have a special meaning which is explained here.

2. In these Terms:

- 2.1. **Baroda mPassbook means** the mPassbook facility to view or download transaction information on **your** mobile phone depending on what **we** have agreed with **you** on **your** Accounts.
- 2.2. **Baroda mPassbook application** means the Bank's mPassbook software that **you** download on **Your** mobile phone.
- 2.3. **mPIN means** the Personal Identification Number(password) which **You** must enter to view transactions using **Baroda mPassbook facility**.
- 2.4. **Mobile Phone Number** means the mobile number **you** have provided to **us** at the time of opening the account or subsequently advised to **us**.
- 2.5. **"You", "your" and "yourself" "user"** refers to each person who is named as the **Account** holder, any person nominated by you in our Application Form who is authorised by you from time to time to **use Baroda mPassbook** service and it refers to any company or other business entity which is an **account holder**.

3. Loss or change of mobile number

- 3.1. It is also a condition of the **Baroda mPassbook** that Users must have a mobile telephone capable of receiving text messages from **us**.
- 3.2. If:
 - 3.2.1. You change your mobile telephone 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 mPassbook** facility, until **we** have received your correct mobile telephone number and have updated our systems with their new number.

- 3.2.2. You lose mobile telephone, 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 the **Baroda mPassbook** facility until the matter has been resolved.
- 3.2.3. **We** will not be liable for any unauthorised accesses to Your Account information, using the Baroda mPassbook prior to your informing us in a manner described in 3.2.1. or if :
 - 3.2.3.1.1. **You** or a User have: acted fraudulently; or
 - 3.2.3.1.2. With intent or with gross negligence in failing to keep your **mPIN** and other information safe.
- 3.2.4. **You** must use, and ensure that all Users use, the **Baroda mPassbook** in accordance with these Terms, the General Terms and Conditions and any Specific Terms and Conditions which apply to **your** Account(s). Please read these Terms 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 any other documents which form part of the contract between **You** and **us**) on request.

4. Varying these Terms

- 4.1.1. **We** may from time to time vary these Terms for the following reasons:
 - 4.1.2. if the change is favourable to **You**;
 - 4.1.3. to comply with our legal obligations;
 - 4.1.4. to reflect changes in general banking practice;
 - 4.1.5. to reflect regulatory changes;
 - 4.1.6. 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
 - 4.1.7. to reflect changes in costs associated with the relevant technology, the costs **We** pay to others in relation to the **Baroda mPassbook** and/or our costs in providing the Internet Banking Service.
 - 4.1.8. **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 the Internet Banking Service.
 - 4.1.9. 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.
 - 4.1.10. If the changes are not to **Your** advantage, **You** may wish to terminate **Your** use of our Internet Banking Service. For further information on how to terminate these Terms and the consequences of doing so, please see clause 5 of these Terms.

5. Cancelling and terminating the Internet Banking Service

- 5.1.1. **You** may cancel **Your Baroda mPassbook** facility anytime by uninstalling **Baroda Passbook application**.
- 5.1.2. **Your Baroda mPassbook facility will be automatically be terminated upon closure of Account associated with this facility.**
- 5.1.3. **You** can do this by writing to **Your** Account maintaining branch or going into **Your** branch and informing a cashier.

6. **We** may end these Terms:

6.1.1. by giving You 2 months' personal notice.

6.1.2. immediately if:

- 6.1.2.1. You are, or We reasonably consider You to be:
- 6.1.2.2. using or obtaining, or allowing someone else to use or obtain, a service or money illegally;
- 6.1.2.3. acting fraudulently; or
- 6.1.2.4. behaving improperly.
- 6.1.2.5. We reasonably consider that by continuing the provision of mPassbook facility:
- 6.1.2.6. We may break a legal requirement or a court order or other authority;
- 6.1.2.7. We are or may be exposed to action from any government or regulator; or
- 6.1.2.8. You have seriously or persistently broken these Terms in any other way.

7. General

- 7.1.1. **We** do not currently charge for using our **Baroda mPassbook**. **We** may introduce a charge for our **Baroda mPassbook** in the future.
- 7.1.2. 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, email or by sending **You** a message via the Internet Banking Service.
- 7.1.3. 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.
- 7.1.4. These Terms are governed by the laws of England and Wales. If **You** are resident in England or Wales, these terms shall be subject to the jurisdiction of the courts of England and Wales. If **You** are resident in Scotland, then these Terms shall be subject to the jurisdiction of the Scottish courts.
- 7.1.5. These Terms are in English and all communications between **us** and **You** will be in English.
- 7.1.6. There may be other costs or taxes imposed by and payable to third parties in connection with **Your** use of the **mPassbook** facility, for example **your** mobile service provider.
- 7.1.7. If **You** have a complaint, please write in the first instance to **your** Account maintaining branch. **We** have procedures designed to resolve **Your** complaint effective. **We** can give **You** a leaflet describing those procedures if **you** ask for it at any time, from any of our branches. It can also be accessed from our Website.
- 7.1.8. Bank of Baroda is established in the UK with company number FC006564 at 32 City Road, London, EC1Y 2BD. This is our UK head office. We are authorised and regulated by PRA & FCA in the United Kingdom. Our PRA/FCA reference number is 204624 and **you** can check our details online on the FCA's registered by going to www.fca.gov.uk.
- 7.1.9 **You** can write to the account maintaining branch. Email ids are available on our website www.bankofbarodauk.com.