

Terms and Conditions for Positive Pay System

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

Bank	Shall mean Bhagini Nivedita Sahakari Bank Ltd., Pune
Account	Shall mean account at the bank which has been registered for Positive Pay facility.
Customer	Shall mean the holder of an Account in Bhagini Nivedita Sahakari Bank Ltd., Pune
PPS	Shall mean Positive Pay System
Mobile Phone Number	Shall mean the Mobile number that has been registered by the customer to avail PPS.
Bank's website	Shall mean www.bhagininivedita.bank.in
Application	Shall mean the Bank's Positive Pay System Application which will be downloaded onto the Mobile phone of the Customer.
MPIN	Shall mean the Personal Identification Number (password) for the Positive Pay System
Registration	Shall mean generation of User ID and MPIN, changes of default MPIN and activation through application
OTP	Shall mean One Time Password, which will get auto generated and fetched by the application while verifying the Mobile number and handset.

This document is published and shall be construed in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and user agreement for access or usage.

Applicability of Terms and Conditions:

No customer is entitled to use the PPS without understanding and agreeing to the Terms and Conditions for Positive Pay System Services. By using the PPS, the Customers thereby agree and consent to these Terms and Conditions, which form the contract between the Customer and the Bank. PPS shall be governed by such Terms and Conditions as amended by the Bank from time to time. These Terms and Conditions shall be in addition to and not in derogation of other Terms and Conditions relating to any account of the Customer and/or the respective product or the service provided by the Bank unless otherwise specifically stated.

General Business Rules Governing Positive Pay System Service:

The Service will be available to Customers having a Savings/Current/Cash Credit account with the Bank.

1. The Customer may use this facility for the cheques of Rs.5 lakhs and above.
2. Entering the wrong MPIN thrice will block the PPS facility for the day. Any change in the business rules of any of the processes will be notified on Bank's website www.bhagininivedita.bank.in which will be construed as sufficient notice to the Customer.
3. In case of a joint account where mode of operation is 'either or survivor' any of the joint account holders can use the Service. The transactions in such accounts shall be binding on all the joint account holders, jointly and severally. The Customers are bound to advise the Bank separately, of any change in the mode of operation in an Account and get it effected for necessary modifications to the Application. Accounts where mode of operation is 'Jointly' as also accounts in the name of minor or where minor is a joint account holder are not eligible for PPS.
4. The Bank reserves the right to reject a Customer's request for PPS without assigning any reason.
5. The Customer can request for termination of the Facility by visiting branch or through their registered application. The Customer shall remain accountable for all the transactions on the designated account made prior to confirmation of any such cancellation request. It shall be the Bank's endeavor to give a reasonable notice for withdrawal or termination of the Service, but the Bank may at its discretion withdraw temporarily or terminate the Service, anytime without giving prior notice to the customer. The facility may be suspended due to maintenance or repair work or any breakdown in the Hardware / Software for PPS, any emergency or for security reasons without prior notice and the Bank shall not be responsible for any loss / damage to the Customer.
6. The services offered under the PPS will be automatically terminated if the primary account linked for the Positive Pay System facility is closed, The Bank may also terminate or suspend the services under the facility without prior notice if the customer has violated the terms and conditions laid down by the Bank or on the death of the Customer when brought to the notice of the Bank.
7. Users who change their handset but continue using same mobile number shall once again request bank to register their new device.
8. The application shall auto logout in case of inactivity from user for more than 120 seconds
9. OTP send by bank for authentication is valid for 10 minutes.

Usage of facility:

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

1. Agrees to use PPS for financial and non-financial transactions offered by the Bank from time to time and irrevocably authorizes the Bank to collect the information which have been enabled for PPS for all transactions/services undertaken using MPIN and User ID.
2. Authorises the Bank to map the account number, User ID and mobile phone number for the smooth operation of the facility offered by Bank and to preserve the mapping record in its own server or server to use such data at its discretion for providing/enhancing further banking/technology products that it may offer.
3. Agree that he/she is aware and accepts that facility offered by the bank will enable him/her to transact after login using user ID and MPIN within the limit prescribed by the Bank and will be deemed as bonafide transaction.

4. Agrees that the transactions originated using the mobile phones and non-retractable as these are instantaneous/real time.
5. Understands and explicitly agrees that Bank has the absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding upon him/her.
6. Agrees to use the service on a mobile phone properly and validly registered in his/her name only with the mobile service provider and undertakes to use the facility only through mobile number which has been used to register for the service.
7. Agrees that while the Information Technology Act,2000 prescribes that a subscriber may authenticate an electronic record by affixing his digital signature which has been given legal recognition under the Act, the Bank is authenticating customer by using Mobile Number, MPIN or any other method decided at the discretion of the Bank which may not be recognized under the IT Act, 2000 for authentication of electronic records and this is acceptable and binding to the customer and hence the customer is solely responsible for maintenance of the secrecy and confidentiality of the MPIN without any liability to the Bank.

Others

1. The Customer shall be required to acquaint himself/herself with the process for using the service and that he/she shall be responsible for any error made while using the service.
2. The Bank reserves the right to decide what services may be offered. Additions/deletions to the services offered are at its sole discretion.
3. The instructions of the Customer shall be effected only after successful login using his/her USER ID and MPIN or through any other mode of verification as may be stipulated at the discretion of the Bank.
4. While it shall be endeavor of the Bank to carry out of the instructions received from the Customers promptly, it shall not be responsible for the delay/failure in carrying out the instructions due to any reasons whatsoever including failure of operational system or due to any requirement of law. The Customer expressly authorizes the Bank to access his/her account Information required for offering the services under the facility and also to share the information regarding his/her accounts with the service provider/third party as may be required to provide the services under the Facility.
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.
6. The Customer hereby authorizes the Bank or its agents to send promotional messages including the products of the Bank, greetings or any other messages the Bank may consider from time to time.
7. The Customer understands that the Bank may send rejection or cannot process the request messages for the service request(s) sent by the Customer which could not be executed for whatsoever reason.
8. The Bank shall make all reasonable efforts to ensure that the customer information is kept confidential but shall not be responsible for any inadvertent divulgence or leakage of confidential Customer information for reasons beyond its control or by action of any third party.
9. The Customer expressly authorizes the Bank to carry out all requests/transactions purporting to have been received from his/her mobile phone and authenticated with his/her user ID and MPIN used for login into the application.
10. It is the responsibility of the Customer to advise the Bank of any loss /theft of mobile phone by adopting the procedure laid down by the Bank for the purpose.
11. The Telecom Service provider of the customer may levy charges for S/S/NUUP/GPRS/WAP channels and the Bank is not liable for any dispute that may arise between such telecom service provider and the customer.

12. The customer is solely responsible for keeping his/her PPS user ID and MPIN confidential.
13. The customer is solely responsible for inadvertent divulgence of his/her user ID and MPIN of PPS application to any third party and resulting in any misuse.

Fee structure for the facility:

The Bank reserves the right to charges the customer a fee for the use of the services provided under facility and change the fee structure at its discretion. Display of such charges on Bank's websites would serve as sufficient notice and the same is binding on the customer.

Accuracy of Information:

1. It is the responsibility of the Customer to provide correct information to the Bank through the use of the Service or any other method. In case of any discrepancy in this information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.
2. The Customer understands that the Bank will try, to the best of its ability and effort, to provide accurate information and shall not hold the Bank responsible for any errors or omissions that may occur due to reasons beyond the control of the Bank.
3. The Customer accepts that the Bank shall not be responsible for any errors which may occur in spite of the steps taken by the Bank to ensure the accuracy of the information and shall not have any claim against the Bank in an event of any loss/damage suffered as consequence of an inaccurate information provided by the Bank.

Responsibilities and obligations of the customer:

1. The customer will be responsible for all transactions, including fraudulent/erroneous transactions made through the use of his/her mobile phone, SIM card and MPIN, regardless of whether such transactions are in fact entered into or authorized by him/her. The customer will be responsible for the loss/damage, if any suffered.
2. The Customer shall take all steps possible to ensure that his/her mobile phone is not shared with anyone and shall take immediate action to de-register from PPS as per procedure laid down in case of misuse/theft/loss of the mobile phone or SIM card.
3. The customer will use offered facility using the MPIN in accordance with the procedure as laid down by the Bank from time to time.
4. The Customer shall keep the USERID and MPIN confidential and will not disclose these to any other person or will not record them in a way that would compromise the security of the service.
5. It will be the responsibility of customer to notify the Bank immediately if he/she suspect the misuse of the MPIN. He will also immediately initiate the necessary steps to change his MPIN.
6. If the mobile phone or SIM is lost, the user must immediately take action to de-register from the service.
7. The Customer accepts that any valid transaction originating from registered mobile number and from mobile handset using his/her USERID and MPIN shall be assumed to have been initiated by the Customer and such transactions shall be treated as legally authorized by the customer.

8. The Customer shall keep himself/herself updated with regard to any information/modification relating to the services offered under the facility which would be publicized on the websites and at the branches and would be responsible for the same.
9. The Customer shall be liable for all loss on breach of the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure to advise the Bank within a reasonable time about any unauthorized access in the account.
10. The Customer shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection/SIM card/mobile phone through which the facility is availed and the Bank does not accept/acknowledge any responsibility in this regard.

Disclaimer:

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

1. The Bank is unable to receive or execute any of the requests from the Customer or there is loss of information during processing or transmission or any unauthorized access by any other person or breach of confidentiality or due to reasons beyond the control of the Bank.
2. There is any kind of loss, direct or indirect, incurred by the customer or any other person due to any failure or lapse in the facility which are beyond the control of the Bank.
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.
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 provider. The Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restricting, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any service provider and 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.
5. The Bank will not be responsible if Bank's Positive Pay System application is not compatible with/does not work on the mobile handset of the Customer.
6. Customer will be held responsible and accountable for any activity by third parties, using their account that violates these terms and conditions.
7. Bank is in no way liable for any error or omission in the services provided by any cellular or any third-party service provider (whether appointed by Bank in that behalf or otherwise) to the Customer, which may affect the Facility.
8. Bank does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Facility. Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer or by any person resulting from or in connection with the Facility.

Records:

All records of the Bank relating to the Account and / or arising out of the use of the Facility, including the recorded time of the transaction and the Authorized User originating the transaction, shall be conclusive proof of the genuineness and accuracy of the transactions in the Account. The authority to record the transaction details is hereby expressly granted by the Customer to Bank.

Indemnity:

In consideration of the Bank providing these facilities, the Customer agrees to indemnify and hold the Bank harmless against all actions, claims, demands proceedings, loss, damages, cost, 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. The Customer shall indemnify the Bank for unauthorized access by any third party to any information/instructions/trigger given by the Customer or breach by confidentiality.

Termination

- a) The Customer may request for termination, in part or in whole, of the Facility any time by giving a written notice of at least 15 days to Bank. The Customer will remain responsible for any transactions originating from a Mobile Phone Number through the Facility prior to the conclusion of the aforementioned 15 days.
- b) Bank may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time without giving prior notice to the Customer. Bank may, without prior notice, suspend 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 require the suspension of the Facility or if the Customer has breached these terms and conditions or Bank learns of the existence of any circumstance which in its opinion would result in the Customer being unable to carry on its obligations herein to the fullest extent possible.
- c) The closure of the Accounts and / or termination of the Positive Pay System Services by the Customer will automatically terminate the Facility.

Grievance Officer

In accordance with Information Technology Act, 2000 and rules made there under, the Grievance Officer for the purpose of your personal sensitive information as governed by Bank's Privacy Policy is Asmita Modak and can be reached at asmita.modak@bhagininiveditabank.com.

Waiver

No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of such powers, rights or remedies, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of the same. Any waiver, to be effective, must be in writing.

Severability

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of this Agreement shall not be affected thereby but such terms or provisions shall be deemed modified to the extent necessary, in the court's opinion, to render such provision enforceable. Upon such modification, the rights and obligations of the parties shall be construed and enforced in accordance with such modification, preserving to the fullest.

Notices

Bank and the Customer may give notice under these terms and conditions electronically to the mailbox of the Customer (which will be regarded as being in the writing) or in writing by delivering them by hand or by sending them by post to the last address given by the Customer and in case to the Bank at its operations office at CTS.No. 34/7,Final Plot No. 35/7B,Prabhat Road, Lane No.8, Erandwane, Pune - 411004. In addition, Bank may also publish notice of general nature regarding the Facility, which are applicable to all Customer on its Website. Such notice will be deemed to have been served individually to each Customer.

Amendment

Bank reserves the right, to modify and amend the Terms and Conditions of this Agreement at any time as and when the same is necessary. Any such modifications/amendment shall be effective immediately when the same are posted on the Website. If the User continue to use Positive Pay Sytem after the modified Terms and Conditions have been posted then this shall mean that the User has agreed to the modified Terms and Conditions.

Governing Law and Jurisdiction

In the unlikely scenarios of a dispute arising between the parties, this Agreement shall be governed by the laws of India. The Courts at Pune shall have exclusive jurisdiction in case of all the disputes arising out of or in connection with these terms and conditions.