## **Mobile Banking Privacy Policy**

This Mobile Banking Privacy Policy applied to users of mobile banking through "Ambarnath Jai-Hind Coop Bank Ltd., Ambarnath, hereinafter referred to as AJHCB. This policy describes how the mobile banking application hereafter knows as "AMBAR APP" or "Mobile Banking APP" to collect, use and share information from or about you and explains how the information may be shared or used.

The Bank may collect information from that may include but not limited to your name, address, date of birth, Identification Card Number, telephone numbers, personal demographic data and financial information. Some of this information collection may be mandatory while some may be on a voluntarily basis. In any case, customers are expected to provide accurate and true information.

The bank will try to keep all customers' information as updated as possible. It is therefore required that all customers provide accurate information to bank and also notify all changes, inaccuracies, incompleteness or errors found in their information lodged with the bank in a timely manner.

This Policy protects private information of the customers provided to AJHCB. This information will be used to carry out any obligation related to your business relationship with the Bank. Additionally, the bank may use this information for its operational and management requirements such as but not limited to statistics, product promotions, market survey, product development, creditworthiness evaluation and/or , debt collection, customer relationship management, fulfilling all statutory and regulatory obligations and all other legitimate purposes.

This information will not be disclosed to any parties outside the bank unless you request or authorize it, the disclosure is required by law or the disclosure is needed for a third party authorized by the bank to provide services to you. The bank will take reasonable steps to ensure that the third party follows the minimum standards in protecting the privacy and confidentiality of customers' information.

## **Agreement to Policy**

By viewing/downloading Mobile Banking Application or AMBAR APP of AJHCB or by using Google Play on a mobile device, you consent to this policy which includes your consent to disclose and use information about you in the manner detailed in this policy. Other privacy policies may also apply in addition to the terms of this Mobile Privacy Policy.

## **Indemnity**

In consideration of AJHCB providing the Facility, the Customer, at his/her own expense, agrees to indemnify, defend and hold harmless, AJHCB its directors and employees, representatives, agents and/or the affiliates, as the case may be, against all losses, damages, expenses, actions, claims, demands and proceedings whatsoever, that the Bank 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 the Customer or otherwise for use of the Facility. The Customer agrees to indemnify, defend and hold harmless AJHCB and/or 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 mobile phone service provider.

The Customer agrees to indemnify, defend and hold harmless, AJHCB from any losses occurring as a result of the:

- 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.

## **Limited Liability of Customer**

A customer shall be liable for the loss occurring due to fraudulent transactions in the following cases:

- (a) In cases involving negligence by a customer, such as where he has shared the payment credentials, the customer will bear the entire loss until he reports the unauthorised transaction to the bank. Any loss occurring after the reporting of the unauthorised transaction shall be borne by the bank.
- (b) In cases where the responsibility for the unauthorised electronic banking transaction lies neither with the bank nor with the customer but lies elsewhere in the system and when there is a delay (of four to seven working days) on the part of the customer in notifying the bank of such a transaction, the customer liability shall be limited to the transaction value as per Table 1.

Table 1		
Maximum Liability of a Customer under paragraph 7 (ii)		
Type of Account	Maximum liability (₹)	
BSBD Accounts	5,000	
<ul> <li>All other SB accounts</li> <li>Pre-paid Payment Instruments and Gift Cards</li> <li>Current/ Cash Credit/ Overdraft Accounts of MSMEs</li> <li>Current Accounts/ Cash Credit/ Overdraft Accounts of Individuals with annual average balance (during 365 days preceding the incidence of fraud)/ limit up to Rs.25 lakh</li> <li>Credit cards with limit up to Rs.5 lakh</li> </ul>	10,000	
<ul> <li>All other Current/ Cash Credit/ Overdraft Accounts</li> <li>Credit cards with limit above Rs.5 lakh</li> </ul>	25,000	

Further, if the delay in reporting is beyond seven working days, the customer liability shall be determined as per bank's Board approved policy Table 2.

Table 2	
Summary of Customer's Liability Time taken to report the fraudulent transaction from the date of receiving the communication	Customer's liability
Within 3 working days	Zero liability
Within 4 to 7 working days	The transaction value or the amount mentioned in Table 1, whichever is lower
Beyond 7 working days	As per bank's Board approved policy there will be not liability of the Bank